

CONDOMINIUM PUBLIC REPORT

Prepared &
Issued by:

Developer KC RAINBOW DEVELOPMENT CO. LLC
Business Address 1296 Kapiolani Boulevard, Suite G-2, Honolulu, Hawaii 96814

Project Name (*): MOANA PACIFIC
Address: 1288 and 1296 Kapiolani Boulevard, Honolulu, Hawaii 96814

Registration No. 5265

Effective date: February 26, 2010

Expiration date: March 26, 2011

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission or any other government agency. Neither the Commission nor any other government agency has judged or approved the merits or value, if any, of the project or of purchasing an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of an apartment in the project.

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the effective date unless a Supplementary Public Report is issued or unless the Commission issues an order, a copy of which is attached to this report, extending the effective date for the report.

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

Type of Report:

- ☐ **PRELIMINARY:**
(yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.
- ☐ **FINAL:**
(white) The developer has legally created a condominium and has filed complete information with the Commission.
☐ No prior reports have been issued under this registration.
☐ This report supersedes all prior public reports.
☐ This report must be read together with
- ☒ **SUPPLEMENTARY:**
(pink) This report updates information contained in the:
☐ Preliminary Public Report dated: _____
☒ Final Public Report dated: May 18, 2005
☐ Supplementary Public Report dated: _____
- And ☒ Supersedes all prior public reports
☐ Must be read together with _____
☒ This report reactivates the Final Public Report dated May 18, 2005
public report(s) which expired on September 18, 2009

(*) Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.

FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203/0104/0107

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

☐ Required and attached to this report ☒ Not Required - disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

☐ No prior reports have been issued by the developer under this registration. See Special Note below.

☒ Changes made are as follows:

1. Construction of the Project was completed in October 2008. The total number of apartments has increased by 7 and the total number is now 1,404 as shown on page 11. Thirteen (13) residential apartments, all owned by the developer, were constructed on the top floors of the towers instead of the 6 that had been previously planned and the total number of residential apartments is now 719 as shown on page 10. Exhibit "A" has been revised to describe the 13 units.
2. The aggregate common interests appurtenant to the 6 apartment units have been allocated to the 13 apartment units and the common interest appurtenant to all other apartments have not changed. Similarly, parking stalls have been allocated to the 13 units. Exhibit "A" has been changed to reflect the allocation of common interests and parking stall assignments to the 13 units and to reflect the transfer of parking stall assignments between certain residential apartments.. While the entirety of Exhibit "A" is attached, Exhibit "A" is not changed except for the changes in connection with the 13 units in place of the 6 units and the transfer of parking stall assignments between certain residential apartments.
3. The Project's land has been consolidated and resubdivided as contemplated in paragraph 17 of the Declaration and in the former Exhibit "K" (see item 10 below). A portion of the Project's land was withdrawn so that the total area of the Project's land is now approximately 199,440 square feet. This Public Report has been revised where appropriate to reflect these changes.
4. The Project's documents have been amended to accomplish the foregoing changes, and the amendments are disclosed in Sections II.A., B., and C. of this Public Report.
5. The member/manager of the Developer and the Real Estate Broker for the Project have changed. Section I of this Public Report has been revised to reflect the change.
6. Section II.E of this Public Report has been revised to reflect enactment of Chapter 514B, HRS, as more fully disclosed and explained in new Section V.C.6 of this Public Report.
7. The sales contract and sales contract summary (Exhibit "I") have been revised to a form that is appropriate for the sale of an already constructed apartment and to include the "Contractor Repair Act" notice required by Chapter 672E, HRS, and a new disclosure has been added as Section V.C.7 of this Public Report.
8. Exhibit "F" has been revised to reflect that the Developer has obtained an updated title report on the units that have not yet been sold.
9. Exhibit "H" has been revised to reflect current information about maintenance fees and maintenance fee disbursements provided by the Association.
10. A new Exhibit "K," Encroachment and Parking Structure Modifications Agreement is attached. The former Exhibit "K" has been performed and is no longer in effect.

Note: This Supplementary Public Report covers the unsold units listed in Exhibit "M."

Special Notice: The Final Public Report expired on September 18, 2009. Pursuant to Sec. 16-107-19, Hawaii Administrative Rules, sales contracts executed during the period that the public report was not in effect may be rescinded at the option of the purchaser and all monies refunded to the purchaser. The purchaser's right to rescind under this rule shall be void thirty (30) calendar days after receipt of written notification of these rights from the Developer or its real estate agent.

TABLE OF CONTENTS

	Page
Preparation of this Report	1
Expiration Date of Reports	1
Type of Report	1
Disclosure Abstract	2
Summary of Changes from Earlier Public Reports	2
Table of Contents	3
General Information on Condominiums	4
Operation of the Condominium Project	4
 I. PERSONS CONNECTED WITH THE PROJECT	 5
Developer	
Attorney for Developer	
General Contractor	
Real Estate Broker	
Escrow Company	
Condominium Managing Agent	
 II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS	 6
A. Declaration	6
B. Condominium Map (File Plan)	6
C. Bylaws	6
D. House Rules	7
E. Changes to Condominium Documents	7
 III. THE CONDOMINIUM PROJECT	 8
A. Interest to be Conveyed to Buyer	8
B. Underlying Land	9
C. Buildings and Other Improvements	10
D. Common Elements, Limited Common Elements, Common Interest	13
E. Encumbrances Against Title	14
F. Construction Warranties	15
G. Status of Construction	16
H. Project Phases	16
 IV. CONDOMINIUM MANAGEMENT	 17
A. Management of the Common Elements	17
B. Estimate of Initial Maintenance Fees	17
C. Utility Charges for Apartments	17
 V. MISCELLANEOUS	 18
A. Sales Documents Filed with the Real Estate Commission	18
B. Buyer's Right to Cancel Sales Contract	18
C. Additional Information Not Covered Above	20
D. Signature of Developer	21
 EXHIBIT A: DESCRIPTION OF APARTMENTS	
EXHIBIT B: BOUNDARIES OF APARTMENTS	
EXHIBIT C: PERMITTED ALTERATIONS TO APARTMENTS	
EXHIBIT D: COMMON ELEMENTS	
EXHIBIT E: LIMITED COMMON ELEMENTS	
EXHIBIT F: ENCUMBRANCES AGAINST TITLE	
EXHIBIT G: RESERVED	
EXHIBIT H: ESTIMATE OF INITIAL MAINTENANCE FEES AND ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS FOR MOANA PACIFIC	
EXHIBIT I: SUMMARY OF SALES CONTRACT AND ESCROW AGREEMENT	
EXHIBIT J: PLANNED DEVELOPMENT AGREEMENT	
EXHIBIT K: ENCROACHMENT AND PARKING STRUCTURE MODIFICATION AGREEMENT	
EXHIBIT L: DEVELOPER'S RESERVED REPURCHASE RIGHTS	
EXHIBIT M: UNSOLD UNITS	

General Information On Condominiums

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

"Common elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: KC Rainbow Development Co. LLC Phone: (808) 597-1088
Name* (Business)
1296 Kapiolani Blvd., Suite G-2
Business Address
Honolulu, Hawaii 96814

Names of officers and directors of developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):

The manager of KC Rainbow Development Co. LLC is KCR Management, LLC,
a California limited liability company. Shiu Leung Chan is the President of KCR Management,
LLC and Allen Leong is the Vice President. Evershine X, L.P. is a member of KC Rainbow
Development Co. LLC.

Real Estate
Broker*: KC Realty, LLC Phone: (808) 593-6485
Name (Business)
1296 Kapiolani Boulevard, Suite 2
Business Address
Honolulu, Hawaii 96814

Escrow: Title Guaranty Escrow Services, Inc. Phone: (808) 521-0211
Name (Business)
235 Queen Street, 1st Floor
Business Address
Honolulu, Hawaii 96813

General
Contractor*: Hawaiian Dredging Construction Company, Inc. Phone: (808) 735-3211
Name (Business)
201 Merchant Street
Business Address
Honolulu, Hawaii 96813

Condominium
Managing
Agent*: Hawaiiana Management Company, Ltd. Phone: (808) 593-9100
Name (Business)
711 Kapiolani Blvd., Suite 700
Business Address
Honolulu, Hawaii 96813

Attorney for
Developer: Porter Tom Quitiquit Chee & Watts, LLP Phone: (808) 526-3011
Name (Business)
841 Bishop Street, Suite 2125
Business Address
Honolulu, Hawaii 96813
Attn: Jeffrey D. Watts, Esq.

Schlack Ito Lockwood Piper & Elkind, LLC
Name
745 Fort Street, Suite 1500
Business Address
Honolulu, Hawaii 96813
Attn: Raymond S. Iwamoto, Esq.

Phone: (808) 523-6006
(Business)

* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or Limited Liability Company (LLC)

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

A. **Declaration of Condominium Property Regime** contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

<input type="checkbox"/>	Proposed		
<input type="checkbox"/>	Recorded -	Bureau of Conveyances:	Document No.
			Book _____ Page _____
<input checked="" type="checkbox"/>	Filed -	Land Court:	Document No. <u>3247517</u>

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]: First Amendment of Moana Pacific Declaration of Condominium Property Regime dated May 13, 2005, recorded as Land Court Doc. No. 3268920; Second Amendment of Moana Pacific Declaration of Condominium Property Regime and Amendment of Bylaws of the Association of Apartment Owners of Moana Pacific dated December 16, 2005, recorded as Land Court Doc. No. 3368576; Third Amendment of Moana Pacific Declaration of Condominium Property Regime and Amendment of Bylaws of the Association of Apartment Owners of Moana Pacific dated January 8, 2007, recorded as Land Court Doc. No. 3537655 & 3537656; Fourth Amendment of Moana Pacific Declaration of Condominium Property Regime and Amendment of Condominium Map dated May 11, 2009, recorded as Land Court Doc. No. 3859153.

B. **Condominium Map (File Plan)** shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

<input type="checkbox"/>	Proposed		
<input type="checkbox"/>	Recorded -	Bureau of Conveyances Condo Map No.	
<input checked="" type="checkbox"/>	Filed -	Land Court Condo Map No.	<u>1706</u>

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]: Fourth Amendment of Moana Pacific Declaration of Condominium Property Regime and Amendment of Condominium Map dated May 11, 2009, recorded as Land Court Doc. No. 3859153.

C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

<input type="checkbox"/>	Proposed		
<input type="checkbox"/>	Recorded -	Bureau of Conveyances:	Document No.
			Book _____ Page _____
<input checked="" type="checkbox"/>	Filed -	Land Court:	Document No. <u>3247518</u>

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/filing information]: Second Amendment of Moana Pacific Declaration of Condominium Property Regime and Amendment of Bylaws of the Association of Apartment Owners of Moana Pacific dated December 16, 2005, recorded as Land Court Doc. No. 3368576; Third Amendment of Moana Pacific Declaration of Condominium Property Regime and Amendment of Bylaws of the Association of Apartment Owners of Moana Pacific dated January 8, 2007, recorded as Land Court Doc. No. 3537655 & 3537656.

D. **House Rules.** The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the developer.

The House Rules for this condominium are:

☐ Proposed ☒ Adopted ☐ Developer does not plan to adopt House Rules

E. **Changes to Condominium Documents** Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. **Apartment Owners:** Minimum percentage of common interest which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>75%</u>
Bylaws	67%**	<u>67%**</u>
House Rules	---	<u>Majority of Board</u>

* The percentage for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

** See the disclosures in Section V.C.6 on page 20-a of this Public Report.

2. **Developer:**

☐ No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

☒ The reserved rights disclosed in Exhibit G attached to the Final Public Report has been exercised. Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

Notwithstanding the lease, sale, or conveyance of any of the Apartments, the Developer may amend the Declaration and the Condominium Map to file the "as-built" verified statement required by Section 514A-12 of the Act. For so long as the Developer retains any interest in an Apartment in the Project, the Developer shall have the right (but not the obligation) to amend the Declaration and the Bylaws (and the Condominium Map, if appropriate) without the consent or joinder of any Apartment Owner, lienholder, or other person or entity, for the purpose of meeting any requirement imposed by (i) any applicable law, (ii) the Real Estate Commission of the State of Hawaii, (iii) any title insurance company issuing a title insurance policy on the Project or any of the Apartments, (iv) any institutional lender lending funds on the security of the Project or any of the Apartments, or (v) any other governmental or quasi-governmental agency including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development, or the Veterans Administration; provided, however, that no amendment which would change the common interest appurtenant to an Apartment or substantially change the design, location, or size of an Apartment shall be made without the consent of all persons having an interest in such Apartment. Prior to the election of the first Board of Directors, the Developer may amend the Rules and Regulations in any manner without the joinder, consent, or approval of any other party.

III. THE CONDOMINIUM PROJECT

A. **Interest to be Conveyed to Buyer:**

- ☒ **Fee Simple:** Individual apartments and the common elements, which include the underlying land, will be in fee simple.
- ☐ **Leasehold or Subleasehold:** Individual apartments and the common elements, which include the underlying land will be leasehold.

Leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____ Rent Renegotiation Date(s) _____

Lease Rent Payable: ☐ Monthly ☐ Quarterly
 ☐ Semi-Annually ☐ Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per: ☐ Month ☐ Year

For Subleaseholds:

- ☐ Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is: ☐ Canceled ☐ Foreclosed

- ☐ As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

- ☐ **Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or Sub-leasehold:**

Leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners/tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements at the lessee's expense; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____ Rent Renegotiation Date(s) _____

Lease Rent Payable: ☐ Monthly ☐ Quarterly
 ☐ Semi-Annually ☐ Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per: ☐ Month ☐ Year

☐ Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

B. Underlying Land:

Address: 1288 & 1296 Kapiolani Boulevard Tax Map Key (TMK): (1) 2-3-10-28
Honolulu, Hawaii 96814

☐ Address ☒ TMK is expected to change because CPR unit number has been added.

Land Area: approx. 199,440 ☒ square feet ☐ acre(s) Zoning: The Project is within
the Kakaako Community Development District and is under the jurisdiction of the Hawaii Community Development Authority ("HCDA"). The Project is classified "MUZ-R" (mixed use – residential) under the HCDA's Mauka Area Rules.

Fee Owner: KC Rainbow Development Co. LLC
Name

Lessor: N/A
Name
Business Address

C. **Buildings and Other Improvements:**

1. ☒ New Building(s)
☐ Conversion of Existing Building(s)
☐ Both New Building(s) and Conversion

2. Number of Buildings: 2 parking, 2 apartment towers Floors Per Building : 5 per parking structure,
46 in each apartment tower

☒ Exhibit "A" contains further explanations.

3. **Principal Construction Material:**

☐ Concrete ☒ Hollow Tile ☒ Wood

☒ Other stucco, glass and allied building materials

4. **Uses Permitted by Zoning:**

	No. of Apts.	<u>Use Permitted By Zoning</u>	
<input checked="" type="checkbox"/> Residential	<u>719</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Commercial	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Hotel	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Timeshare	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Agricultural	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Other (Parking)	<u>368</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Other (Storage)	<u>317</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?

☒ Yes ☐ No

5. Special Use Restrictions:

The Declaration and Bylaws may contain restrictions on the use and occupancy of the apartments. Restrictions for this condominium project include but are not limited to:

☒ Pets: Dogs, cats and other generally recognized household pets permitted in Residential Apartments in reasonable numbers, with prior approval of the Board. See Rules and Regulations.

☐ Number of Occupants:

☐ Other:

☐ There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 8 (4 per Phase) Stairways: 9 (5 in Phase I, 4 in Phase II) Trash Chutes: 2 (1 per Phase)

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf) (Identify)
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SEE EXHIBIT "A"	SEE EXHIBIT "A"	SEE EXHIBIT "A"	SEE EXHIBIT "A"
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Total Number of Apartments: 1,404 (719 Residential, 368 Parking and 317 Storage) SEE EXHIBIT "A"

***For the Residential Apartments, Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls. The Net Floor Area of the Parking Apartments is measured from the marked boundaries of the apartments as shown on the Condominium Map and as described in paragraphs 3.3 and 3.6 of the Declaration. The Net Floor Area of the Storage Apartments is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.**

Other documents and maps may give floor area figures which differ from those shown in Exhibit "A" because a different method of determining the floor area may have been used.

Boundaries of Each Apartment:

SEE EXHIBIT "B"

Permitted Alterations to Apartments:

SEE EXHIBIT "C"

Apartments Designated for Owner-Occupants Only:

Fifty percent (50%) of **residential** apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement. Developer has elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 1,625

	<u>Regular</u>		<u>Compact</u>		<u>Handicap</u>		
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>TOTAL</u>
Assigned* (for each unit)	<u>634</u>	<u> </u>	<u>571</u>	<u> </u>	<u>22</u>	<u> </u>	<u>1,227</u>
Guest	<u> </u>	<u>28</u>	<u> </u>	<u> </u>	<u> </u>	<u>2</u>	<u>30</u>
Unassigned							
Extra for Purchase**	<u>184</u>	<u> </u>	<u>180</u>	<u> </u>	<u>4</u>	<u> </u>	<u>368</u>
Other: <u> </u>							
Total Covered & Open:	<u>846</u>		<u>751</u>		<u>28</u>		<u>1,625</u>

*Each residential apartment will have the exclusive use of at least 1 parking stall located in the Phase I Parking structure or Phase II parking structure. Buyers are encouraged to find out which stall(s) will be available for their use.

**Each of the 368 extra stalls for purchase is a Parking Apartment. Under applicable zoning, a certain number of the Parking Apartments will be available only to the purchasers of an adjacent property.

☐ Commercial parking garage permitted in condominium project.

☒ Exhibit "A" contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

☐ There are no recreational or common facilities.

☒ Swimming pool ☐ Storage Area ☒ Recreation Area

☐ Laundry Area ☒ Tennis Court ☒ Trash Chute/Enclosure(s)

☒ Other: Fitness center; jogging paths; putting green; golf driving range; barbeque area.

9. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations

☒ There are no violations. ☐ Violations will not be cured.

☐ Violations and cost to cure are listed below: ☐ Violations will be cured by _____
(Date)

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations (For conversions of residential apartments in existence for at least five years):

N/A

11. Conformance to Present Zoning Code

a. ☒ No variances to zoning code have been granted.

☐ Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u>X</u>	<u> </u>	<u> </u>
Structures	<u>X</u>	<u> </u>	<u> </u>
Lot	<u>X</u>	<u> </u>	<u> </u>

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

D. Common Elements, Limited Common Elements, Common Interest:

1. Common Elements: Common Elements are those parts of the condominium project other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

☒ described in Exhibit "D".

☐ as follows:

2. **Limited Common Elements:** Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

☐ There are no limited common elements in this project.

☒ The limited common elements and the apartments which use them, as described in the Declaration, are:

☒ described in Exhibit "E".

☐ as follows:

3. **Common Interest:** Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

☒ described in Exhibit "A".

☐ as follows: .

- E. **Encumbrances Against Title:** An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit "F" describes the encumbrances against the title contained in the title report dated October 29, 2009 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

[X] There are no blanket liens affecting title to the individual apartments.

[] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
None	

F. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. **Building and Other Improvements:** The apartment and the Project have had the benefit of the general contractors' standard one-year warranty against defective materials and construction, which has since expired. Pursuant to the provisions of the construction contract for the Project, the general contractor during the warranty period, has endeavored to repair and purportedly has repaired all "punch list" discrepancies identified for all of the apartments and the common elements of the Project. Developer has relied on the general contractor and the project architect to properly design and construct the Project and to repair any discovered deficiencies. The apartment is a newly constructed apartment but is being sold "as is" because the general contractor's warranty has expired and the Seller makes no warranties, express or implied, about the physical condition or quality of the apartment. (See section F.6 of the Sales Contract.)
2. **Appliances:** The developer intends to transfer to the buyer any manufacturer's or dealer's warranties that are transferable and cover appliances sold with the apartments.

G. **Status of Construction and Date of Completion or Estimated Completion Date:**

Construction of the Project has been completed and a Certificate of Occupancy for the Project was issued on October 31, 2008.

H. **Project Phases:**

The developer [X] has ☒ has not ☐ reserved the right to add to, merge, or phase this condominium.

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):

The Project was constructed and marketed in two phases, pursuant to various rights reserved to the Developer and disclosed in the Final Public Report. However, construction of both phases has been completed and the Developer has no plans for further additions, mergers, or phasing of the Project.

IV. CONDOMINIUM MANAGEMENT

- A. **Management of the Common Elements:** The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.

Initial Condominium Managing Agent: When the developer or the developer's affiliate is the initial condominium managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial condominium managing agent for this project, named on page five (5) of this report, is:

☒ not affiliated with the Developer ☐ the Developer or the Developer's affiliate
☐ self-managed by the Association of Apartment Owners ☐ other

- B. **Estimate of Initial Maintenance Fees:**

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your apartment and the apartment may be sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit "H" contains an operating and reserve budget for 2010 approved by the Board of Directors of the Association.

- C. **Utility Charges for Apartments:**

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

☐ None ☒ Electricity (☒ Common Elements only ☐ Common Elements & Apartments)

☒ Gas (☒ Common Elements only ☐ Common Elements & Apartments)

☒ Water ☒ Sewer ☒ Television Cable

☐ Other: Telephone (common elements only); refuse collection

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

Sales documents on file with the Real Estate Commission include but are not limited to:

- ☐ Notice to Owner Occupants
- ☒ Specimen Sales Contract
Exhibit "I" contains a summary of the pertinent provisions of the sales contract.
- ☒ Escrow Agreement dated December 2, 2003
Exhibit "I" contains a summary of the pertinent provisions of the escrow agreement.
- ☐ Other _____

B. Buyer's Right to Cancel Sales Contract:

1. Rights Under the Condominium Property Act (Chapter 514A, HRS):

Preliminary Report: Sales made by the developer are not binding on the prospective buyer. Sales made by the developer may be binding on the developer unless the developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

Final Report or Supplementary Report to a Final Report: Sales made by the developer are binding if:

- A) The Developer delivers to the buyer a copy of:
 - 1) Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission; **AND**
 - 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
- B) The buyer is given an opportunity to read the report(s); **AND**
- C) One of the following has occurred:
 - 1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
 - 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
 - 3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

- A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; **AND**
- B) The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:
- A) Condominium Public Reports issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
 - B) Declaration of Condominium Property Regime, as amended.
 - C) Bylaws of the Association of Apartment Owners, as amended.
 - D) House Rules, if any.
 - E) Condominium Map, as amended.
 - F) Escrow Agreement.
 - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
 - H) Other _____

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer or through the developer's sales agent, if any. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov

Website to access unofficial copy of laws: www.hawaii.gov/dcca/hrs

Website to access rules: www.hawaii.gov/dcca/har

This Public Report is part of Registration No. 5265 filed with the Real Estate Commission on December 18, 2003.

Reproduction of Report. When reproduced, this report must be on:

☐ YELLOW paper stock

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C. **Additional Information Not Covered Above**

1. **Construction and Marketing in Phases.** The Project was constructed and marketed in two Phases, called herein and in the Declaration "Phase I" and "Phase II." Both Phases together constitute a single condominium property regime for purposes of ownership of the common elements, the operation and management of the Project, and the use of the common elements.

2. **Joint Development; Special Assessments.** The Project has been developed jointly with other land adjacent to the Project, as more particularly disclosed in paragraphs 17.1, 17.2, 17.3, and 17.4 of the Declaration. Also, the Project will be subject to certain governmental assessments from time-to-time, together with other properties in the vicinity of the Project. In particular, each prospective buyer should note the following:

(a) **Planned Development Permit; Mixed Use.** The Project is subject to and has been developed in accordance with the terms of Planned Development Permit No. PD 1-03, dated December 10, 2003, approved by the Hawaii Community Development Authority ("HCDA") pursuant to Chapter 206E of the Hawaii Revised Statutes, as amended (the "Planned Development Permit"). The Planned Development Permit affects the development of the Project and the development of those certain parcels of land adjacent to the Project and designated by Tax Map Key Nos. (1) 2-3-10-48, -50, -52, -53, -54, -55, and -56 (the "Adjacent Land"). Current zoning for the Adjacent Land permits light industrial and other non-residential uses. By acquiring an interest in an apartment, each owner will be required to acknowledge and agree that the Adjacent Land has been and may be developed for any of the purposes (including non-residential purposes) permitted by applicable zoning and that some permitted uses of the Adjacent Land may contribute to pedestrian and/or vehicular congestion and heightened levels of noise on the roadways and sidewalks and other public areas in the vicinity of the Project.

(b) **Parking Requirements; Easements.** In conjunction with the joint development of the Project and the Adjacent Land, a certain number of parking stalls at the Project will be made available for use by the owners, tenants, employees, and/or customers or guests of the improvements now or hereafter constructed on and occupied or operated on the Adjacent Land. Some of the Parking Apartments located in the Phase I Parking structure (but none of the assigned limited common element parking stalls or the common element guest stalls) are intended to be used for this purpose. Accordingly, certain persons who are not residents of the Project but who are owners, tenants, employees, customers or guests of the improvements or establishments subsequently developed on the Adjacent Land will be permitted (and shall have the right, granted in the Declaration as a nonexclusive perpetual easement in favor of the Adjacent Land) to enter upon and cross over those common elements of the Project that provide vehicular ingress and egress to and from the Phase I Parking structure, to park their vehicles in the Parking Apartments set aside for their use, and to cross over and upon those common elements of the Project that are intended and designed to provide a pedestrian access route to and from the Phase I Parking structure and the Adjacent Land.

(c) **Construction Effects.** By acquiring an interest in an apartment, each owner, each apartment mortgagee, and any other person who acquires an interest in any apartment will be required to acknowledge and agree that the future development of and construction of improvements on the Adjacent Land in accordance with the Planned Development Permit and applicable zoning may cause noise, dust, vibrations, traffic congestion, and/or other inconveniences or nuisances related to such development and construction (the "Construction Effects"), and each owner, apartment mortgagee, and other person acquiring an interest in an apartment will accept the Construction Effects and waive any claims or rights of action or suits against the Developer or the Developer's successors and assigns arising from any impairment of such owner's or other person's use and enjoyment of the apartment or the Project, or from any inconvenience, property damage, or personal injury arising directly or indirectly from the Construction Effects.

(d) **Development Agreement; Special Assessments.** In accordance with the terms of the Planned Development Permit, prior to recordation of the Declaration, the Developer and HCDA entered into a development agreement dated August 4, 2004, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3158883 (the "Development Agreement"). A copy of the Development Agreement is attached to this Public Report as Exhibit "J." The terms of the Development Agreement are incorporated into the Declaration by reference and the Project is subject to the Development Agreement. The Development Agreement requires (among other things) that the Project shall participate (together with other properties) in the HCDA District-Wide Improvement Program for the Kakaako District, and that the Project shall be subject to assessments for the Project's pro rata share of the cost of improvements which may, in the future, be necessarily undertaken in the vicinity of the Project under HCDA or other government agency improvement programs. The Project will be assessed under the same methods and in the same manner as other properties in the area. Each apartment owner, by acquiring an apartment in the Project, shall be deemed to acknowledge and agree that the Association shall have the right and the obligation to assess the individual apartment owners, according to the common

interests appurtenant to their apartments, for all costs and expenses that may from time-to-time be assessed against the Project in accordance with the terms of the Development Agreement

3. **Encroachment and Parking Structure Modification Agreement.** The Project is subject to the terms of that certain unrecorded Encroachment and Parking Structure Agreement dated July 11, 2006. A copy of the Encroachment and Parking Structure Agreement is attached to this Public Report as Exhibit "K." Pursuant to the Encroachment and Parking Structure Agreement, a Grant of Appurtenant Encroachment Easement for the benefit of the Adjacent Land was created and granted by the Fourth Amendment of Moana Pacific Declaration of Condominium Property Regime and Amendment of Condominium Map described in the Encumbrances Against Title attached hereto as Exhibit "F." The Grant of Appurtenant Encroachment Easement permits a building constructed on a portion of the Adjacent Land to continue a minor encroachment onto the Project Land.

4. **Repurchase Option.** Under paragraph 24 of the Declaration, the Developer reserves the right to repurchase an apartment under certain circumstances for a period of ten (10) years from the date of recordation of the Declaration, provided that the owner of the apartment to be repurchased has complained to the Developer about the physical condition and/or design of the apartment or the Project or any matter in connection with the apartment or the Project and the Developer, after a good faith and diligent effort, is unable to rectify the complaint to the owner's satisfaction within a reasonable period of time. Paragraph 24 of the Declaration contains specific terms for determining the repurchase price and specific mortgagee protection provisions, all of which are also more fully described and disclosed in Exhibit "L" attached to this Public Report.

5. **Mold.** Climactic conditions in Hawaii are conducive to the growth of mold and other types of potentially irritating or harmful growths (collectively "Mold"). By acquiring an apartment in the Project, each buyer will acknowledge and understand that Mold can be irritating or harmful to the respiratory tract of certain individuals and can cause deterioration of property. By acquiring an apartment in the Project, each buyer will thereby assume the risk that Mold may be present from time-to-time in the apartment or elsewhere at the Project and the buyer will be required to waive any rights, claims, or actions the buyer may have or acquire against the Developer as a result of or in any way related to Mold in the apartment or elsewhere at the Project, and the buyer will further be required to agree to indemnify and hold harmless the Developer, the Developer's partners and members, and all of their respective officers, directors, employees, agents, successors, and assigns from any and all loss (including but not limited to economic loss), cost, expense, harm, injury, or damage to person or property that the buyer or any of the buyer's family members, assigns, tenants, lessees, servants, guests, invitees, licensees, agents, employees, or any other person who may use or occupy the apartment or the Project by, through, or under the buyer may suffer as a result of the presence of Mold in the apartment or anywhere else at the Project.

6. **Enactment of New Condominium Law.** The Project was created on March 28, 2005, by recordation of the Declaration, Bylaws and Condominium Map in accordance with the requirements of Chapter 514A of the Hawaii Revised Statutes ("HRS"). On July 1, 2006, a new condominium law, Chapter 514B, HRS, went into effect in the State of Hawaii. The new law governs and applies to all condominiums in Hawaii created on or after July 1, 2006. Although the Project was created before the new law went into effect and remains primarily subject to the terms of the prior law, some of the provisions of new Chapter 514B apply to all condominiums in Hawaii, regardless of when they were created. One provision of the new law that applies to all condominiums, including the Project, is Part VI, Management of Condominiums. Part VI includes Section 514B-108(e) which provides that the bylaws may be amended at any time by the vote or written consent of at least sixty-seven per cent of the common interests. Under the prior law, a condominium's bylaws could be amended by the vote or written consent of at least 65% of all unit owners (which means the owners of units to which at least 65% of the common interests are assigned). With some exceptions, the Project's Bylaws also say that they can be amended generally by the vote or written consent of at least 65% of the unit owners. Although not worded as a mandatory threshold of 67% percent, it may have been the legislative intent of new Section 514B-108(e) to require 67%. Because new Section 514B-108(e) applies to all condominiums in Hawaii, including the Project, most amendments of the Project's Bylaws, depending on the proper interpretation, might now require the vote or written consent of at least 67% of the common interests, notwithstanding that the Bylaws provide otherwise. EACH PROSPECTIVE PURCHASER IS ENCOURAGED TO BECOME ACQUAINTED WITH NEW CHAPTER 514B, HRS, AND ESPECIALLY WITH THOSE PARTS OF THE NEW LAW THAT APPLY TO ALL CONDOMINIUMS IN HAWAII, SINCE SOME OF THE APPLICABLE TERMS OF THE NEW LAW MAY BE DIFFERENT FROM SOME OF THE TERMS OF THE PROJECT'S CONDOMINIUM DOCUMENTS. IN THAT EVENT, THE TERMS OF THE NEW LAW MAY CONTROL.

7. **Contractor Repair Act Notice.** The Sales Contract contains the following notice:

CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED YOUR HOME OR FACILITY. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

8. **Litigation.** The Association of Apartment Owners has filed a Complaint, Civil No. 09-1-0922-04, First Circuit Court, against the Developer, the general contractor and others alleging certain defects in the construction of portions of the Project. There are no allegations of defects in the structural integrity of the Project.
9. **Condominium Association.** The Association of Unit owners has been formed and the first meeting of unit owners was held on September 22, 2007. Minutes of Association meetings and additional information are available to buyers and may be obtained from Hawaiiana Management, the managing agent for the project.

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

KC RAINBOW DEVELOPMENT CO. LLC, a Hawaii limited liability company

By KCR Management, LLC Printed Name of Developer
A California limited liability company
Its Managing Member

By: Allen Leong
Duly Authorized Signatory*

2/19/2010
Date

Allen Leong, Vice President
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

****Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner; Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.***

DESCRIPTION OF APARTMENTS

The Project contains Residential Apartments, Parking Apartments and Storage Apartments in Phase I and in Phase II.

The Project's Residential Apartments are divided into twelve (12) different Types, designated herein and on the Condominium Map as Types A, B, BR, C, CR, D, DR, E, ER, G, GR, and H. The Residential Apartments are located on floors numbered 6 through 12 and 15 through 48, inclusive, of the Phase I Apartment Tower and the Phase II Apartment Tower. There are no floors numbered 13 and 14.

The numbers of the Phase I Residential Apartments are preceded in the Declaration and herein (but not on the Condominium Map) by "I-" and the numbers of the Phase II Residential Apartments are preceded in the Declaration and herein (but not on the Condominium Map) by "II-". For Residential Apartments whose numbers have three numerals following the roman numeral and dash, the first numeral is the number of the Apartment's floor, and for Residential Apartments whose numbers have four numerals following the roman numeral and dash, the first two numerals are the number of the Apartment's floor. For example, Residential Apartment I-601 is a Phase I Residential Apartment located on floor number 6 in the Phase I Apartment Tower, and Residential Apartment II-2401 is a Phase II Residential Apartment located on floor number 24 of the Phase II Residential Tower.

The Project's Parking Apartments are considered to be of two (2) types: "compact" and "regular." The numbers of Parking Apartments are shown in the Declaration and herein (but not on the Condominium Map) as prefixed with the letters "PA" or "LPA". The numbers of compact type Parking Apartments are preceded by the capital letter "C". Parking Apartments whose numbers are not preceded by "C" are regular type. Parking Apartments of the same type and with the same common interest may differ in net floor area. The Parking Apartments are located on floors numbered 1 through 5, inclusive, of the Phase I Building and the Phase II Building.

The Project's Storage Apartments are considered to be of three (3) types: those with net floor areas of 100 square feet or less, those with net floor areas of between 101 and 200 square feet, and those with net floor areas of 201 square feet or more. The numbers of Storage Apartments are shown in the Declaration, herein and on the Condominium Map as prefixed with the letter "S". Storage Apartments with the same common interest may differ in net floor area. The Storage Apartments are located on floors numbered 1 through 5, inclusive, of the Phase I Building and the Phase II Building.

The different types of Apartments are more particularly described as follows:

EXHIBIT "A"

Page 1 of 38

RESIDENTIAL APARTMENTS:

Type A Apartments: The Project contains forty-one (41) Type A Apartments in Phase I and forty-one (41) Type A Apartments in Phase II. Each Type A Apartment includes one (1) bedroom, one (1) bathroom, a kitchen, a living/dining room and a den. Type A Apartments do not have lanais except for Apartment II-601. The approximate net living area of each Type A Apartment (and the approximate lanai area of Apartment II-601) is as shown below.

Types B and BR Apartments: The Project contains forty-one (41) Type B Apartments in Phase I, forty-one (41) Type B Apartments in Phase II, forty-one (41) Type BR Apartments in Phase I and forty-one (41) Type BR Apartments in Phase II. Each Type B and BR Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining room and a lanai. The approximate net living area and lanai area of each Type B and BR Apartment is as shown below.

Types C and CR Apartments: The Project contains thirty-seven (37) Type C Apartments in Phase I, thirty-eight (38) Type C Apartments in Phase II, forty (40) Type CR Apartments in Phase I and forty (40) Type CR Apartments in Phase II. Each Type C and CR Apartment includes three (3) bedrooms, two (2) bathrooms, a kitchen, a living/dining room and a lanai. The approximate net living area and lanai area of each Type C and CR Apartment is as shown below.

Types D and DR Apartments: The Project contains thirty-six (36) Type D Apartments in Phase I, thirty-eight (38) Type D Apartments in Phase II, forty (40) Type DR Apartments in Phase I and thirty-nine (39) Type DR Apartments in Phase II. Each Type D and DR Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining room, a den and a lanai. The approximate net living area and lanai area of each Type D and DR Apartment is as shown below.

Types E and ER Apartments: The Project contains thirty-eight (38) Type E Apartments in Phase I, thirty-eight (38) Type E Apartments in Phase II, thirty-eight (38) Type ER Apartments in Phase I and thirty-eight (38) Type ER Apartments in Phase II. Each Type E and ER Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining room, a den and a lanai. The approximate net living area and lanai area of each Type E and ER Apartment is as shown below.

Type G and GR Apartments: The Project contains three (3) Type G Apartments in Phase I and one (1) Type GR Apartment in Phase I, and three (3) Type G Apartments in Phase II. Each Type G and GR Apartment includes three (3) bedrooms, three (3) bathrooms, a kitchen, a living/dining room, a den and two (2) lanais. The approximate net living area and lanai area of each Type G Apartment is as shown below.

Type H Apartments: The Project contains three (3) Type H Apartments in Phase I and three (3) Type H Apartments in Phase II. Each Type H Apartment includes three (3) bedrooms, three and one-half (3 ½) bathrooms, a kitchen, a living/dining room, a den and two (2) lanais. The approximate net living area and lanai area of each Type H Apartment is as shown below.

EXHIBIT "A"

Page 2 of 38

PARKING APARTMENTS:

The Project contains three hundred sixty-eight (368) Parking Apartments. Two hundred eighty (280) of the Parking Apartments are located in the Phase I Parking structure, and eighty-eight (88) of the Parking Apartments are located in the Phase II Parking structure. Each Parking Apartment is a covered parking stall. The Parking Apartments vary in size, as shown below.

STORAGE APARTMENTS:

The Project contains three hundred seventeen (317) Storage Apartments. One hundred seventy-three (173) of the Storage Apartments are located on the first five floors of the Phase I Building, and one hundred forty-four (144) of the Storage Apartments are located on the first five floors of the Phase II Building. Each Storage Apartment is an enclosed space with a door. The Storage Apartments vary in size, as shown below.

The numbers, types, approximate areas, parking stall assignments and common interest of the Apartments are as set forth in the chart that begins on the next page.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**PHASE I
RESIDENTIAL APARTMENTS:**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-601	A	701	--	5152	0.0804%
I-602	B	923	43	5147 *** (See Note Below)	0.1059%
I-605	E	1,105	1,702	C5039, C5040	0.1267%
I-606	ER	1,105	1,161	C5095, C5096	0.1267%
I-607	DR	1,113	44	C5037, C5038	0.1278%
I-608	CR	1,206	42	5031, 5032	0.1383%
I-609	BR	923	43	C5036	0.1059%
I-701	A	701	--	5124	0.0804%
I-702	B	923	43	5029	0.1059%
I-703	C	1,206	42	5025, 5026	0.1383%
I-705	E	1,105	44	5027, 5028	0.1267%
I-706	ER	1,105	44	5170, 5171	0.1267%
I-707	DR	1,113	44	C5043, C5044	0.1278%
I-708	CR	1,206	42	C5041, C5042	0.1383%
I-709	BR	923	43	5030	0.1059%
I-801	A	701	--	5138	0.0804%
I-802	B	923	43	5123	0.1059%
I-803	C	1,206	42	5127, 5128	0.1383%
I-804	D	1,113	44	2177, 2178	0.1278%
I-805	E	1,105	44	5125, 5126	0.1267%
I-806	ER	1,105	44	5019, 5020	0.1267%
I-807	DR	1,113	44	5021, 5022	0.1278%
I-808	CR	1,206	42	5023, 5024	0.1383%
I-809	BR	923	43	5151	0.1059%
I-901	A	701	--	5135	0.0804%
I-902	B	923	43	5136	0.1059%
I-903	C	1,206	42	C5117, C5118	0.1383%
I-904	D	1,113	44	C5119, C5120	0.1278%
I-905	E	1,105	44	C5121, C5122	0.1267%
I-906	ER	1,105	44	5133, 5134	0.1267%
I-907	DR	1,113	44	5131, 5132	0.1278%
I-908	CR	1,206	42	5129, 5130	0.1383%
I-909	BR	923	43	5137	0.1059%
I-1001	A	701	--	5140	0.0804%
I-1002	B	923	43	5141	0.1059%

EXHIBIT "A"

Page 4 of 38

PHASE I

RESIDENTIAL APARTMENTS (Continued):

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-1003	C	1,206	42	C5105, C5106	0.1383%
I-1004	D	1,113	44	C5107, C5108	0.1278%
I-1005	E	1,105	44	C5109, C5110	0.1267%
I-1006	ER	1,105	44	C5111, C5112	0.1267%
I-1007	DR	1,113	44	C5113, C5114	0.1278%
I-1008	CR	1,206	42	C5115, C5116	0.1383%
I-1009	BR	923	43	5142	0.1059%
I-1101	A	701	--	C5069	0.0804%
I-1102	B	923	43	C5070	0.1059%
I-1103	C	1,206	42	C5097, C5098	0.1383%
I-1104	D	1,113	44	C5099, C5100	0.1278%
I-1105	E	1,105	44	C5101, C5102	0.1267%
I-1106	ER	1,105	44	5145, 5146	0.1267%
I-1107	DR	1,113	44	5143, 5144	0.1278%
I-1108	CR	1,206	42	C5103, C5104	0.1383%
I-1109	BR	923	43	5139	0.1059%
I-1201	A	701	--	5155	0.0804%
I-1202	B	923	43	5172	0.1059%
I-1203	C	1,206	42	5064, 5065	0.1383%
I-1204	D	1,113	44	5066, 5067	0.1278%
I-1205	E	1,105	44	C5077, C5078	0.1267%
I-1206	ER	1,105	44	C5075, C5076	0.1267%
I-1207	DR	1,113	44	C5073, C5074	0.1278%
I-1208	CR	1,206	42	C5071, C5072	0.1383%
I-1209	BR	923	43	C5068	0.1059%
I-1501	A	701	--	C5079	0.0804%
I-1502	B	923	43	C5080	0.1059%
I-1503	C	1,206	42	5052, 5053	0.1383%
I-1504	D	1,113	44	5054, 5055	0.1278%
I-1505	E	1,105	44	5056, 5057	0.1267%
I-1506	ER	1,105	44	5058, 5059	0.1267%
I-1507	DR	1,113	44	5060, 5061	0.1278%
I-1508	CR	1,206	42	5062, 5063	0.1383%
I-1509	BR	923	43	C5081	0.1059%
I-1601	A	701	--	5148	0.0804%

EXHIBIT "A"

Page 5 of 38

**PHASE I
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-1602	B	923	43	5149	0.1059%
I-1603	C	1,206	42	C5090, C5091	0.1383%
I-1604	D	1,113	44	C5088, C5089	0.1278%
I-1605	E	1,105	44	C5086, C5087	0.1267%
I-1606	ER	1,105	44	C5084, C5085	0.1267%
I-1607	DR	1,113	44	C4048, C4049	0.1278%
I-1608	CR	1,206	42	C5082, C5083	0.1383%
I-1609	BR	923	43	5150	0.1059%
I-1701	A	701	--	4039	0.0804%
I-1702	B	923	43	4040	0.1059%
I-1703	C	1,206	42	C4052, C4053	0.1383%
I-1704	D	1,113	44	C4050, C4051	0.1278%
I-1705	E	1,105	44	5153, 5154	0.1267%
I-1706	ER	1,105	44	C4046, C4047	0.1267%
I-1707	DR	1,113	44	C4044, C4045	0.1278%
I-1708	CR	1,206	42	C4042, C4043	0.1383%
I-1709	BR	923	43	4041	0.1059%
I-1801	A	701	--	4145	0.0804%
I-1802	B	923	43	4143	0.1059%
I-1803	C	1,206	42	4028, 4029	0.1383%
I-1804	D	1,113	44	4030, 4031	0.1278%
I-1805	E	1,105	44	4032, 4033	0.1267%
I-1806	ER	1,105	44	4034, 4035	0.1267%
I-1807	DR	1,113	44	4036, 4037	0.1278%
I-1808	CR	1,206	42	4141, 4142	0.1383%
I-1809	BR	923	43	4038	0.1059%
I-1901	A	701	--	C4137	0.0804%
I-1902	B	923	43	C4138	0.1059%
I-1903	C	1,206	42	4154, 4155	0.1383%
I-1904	D	1,113	44	4152, 4153	0.1278%
I-1905	E	1,105	44	4150, 4151	0.1267%
I-1906	ER	1,105	44	4148, 4149	0.1267%
I-1907	DR	1,113	44	4146, 4147	0.1278%
I-1908	CR	1,206	42	C4139, C4140	0.1383%
I-1909	BR	923	43	4144	0.1059%

EXHIBIT "A"

Page 6 of 38

**PHASE I
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-2001	A	701	--	C4098	0.0804%
I-2002	B	923	43	C4135	0.1059%
I-2003	C	1,206	42	C4092, C4093	0.1383%
I-2004	D	1,113	44	C4090, C4091	0.1278%
I-2005	E	1,105	44	C4088, C4089	0.1267%
I-2006	ER	1,105	44	C4086, C4087	0.1267%
I-2007	DR	1,113	44	C4131, C4132	0.1278%
I-2008	CR	1,206	42	C4133, C4134	0.1383%
I-2009	BR	923	43	C4136	0.1059%
I-2101	A	701	--	4162	0.0804%
I-2102	B	923	43	C4096	0.1059%
I-2103	C	1,206	42	C4125, C4126	0.1383%
I-2104	D	1,113	44	C4127, C4128	0.1278%
I-2105	E	1,105	44	4158, 4159	0.1267%
I-2106	ER	1,105	44	4156, 4157	0.1267%
I-2107	DR	1,113	44	C4129, C4130	0.1278%
I-2108	CR	1,206	42	C4094, C4095	0.1383%
I-2109	BR	923	43	C4097	0.1059%
I-2201	A	701	--	4027	0.0804%
I-2202	B	923	43	4160	0.1059%
I-2203	C	1,206	42	4084, 4085	0.1383%
I-2204	D	1,113	44	C4119, C4120	0.1278%
I-2205	E	1,105	44	C4103, C4104	0.1267%
I-2206	ER	1,105	44	4074, 4075	0.1267%
I-2207	DR	1,113	44	C4121, C4122	0.1278%
I-2208	CR	1,206	42	C4123, C4124	0.1383%
I-2209	BR	923	43	4161	0.1059%
I-2301	A	701	--	4024	0.0804%
I-2302	B	923	43	4025	0.1059%
I-2303	C	1,206	42	C4101, C4102	0.1383%
I-2304	D	1,113	44	C4099, C4100	0.1278%
I-2305	E	1,105	44	4076, 4077	0.1267%
I-2306	ER	1,105	44	4078, 4079	0.1267%
I-2307	DR	1,113	44	4080, 4081	0.1278%
I-2308	CR	1,206	42	4082, 4083	0.1383%

EXHIBIT "A"

Page 7 of 38

**PHASE I
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-2309	BR	923	43	4026	0.1059%
I-2401	A	701	--	C4054	0.0804%
I-2402	B	923	43	C4055	0.1059%
I-2403	C	1,206	42	4184, 4185	0.1383%
I-2404	D	1,113	44	4171, 4172	0.1278%
I-2405	E	1,105	44	4169, 4170	0.1267%
I-2406	ER	1,105	44	4167, 4168	0.1267%
I-2407	DR	1,113	44	4165, 4166	0.1278%
I-2408	CR	1,206	42	4163, 4164	0.1383%
I-2409	BR	923	43	C4056	0.1059%
I-2501	A	701	--	C4057	0.0804%
I-2502	B	923	43	C4058	0.1059%
I-2503	C	1,206	42	4064, 4190	0.1383%
I-2504	D	1,113	44	4174, 4175	0.1278%
I-2505	E	1,105	44	4176, 4177	0.1267%
I-2506	ER	1,105	44	4178, 4179	0.1267%
I-2507	DR	1,113	44	4180, 4181	0.1278%
I-2508	CR	1,206	42	4182, 4183	0.1383%
I-2509	BR	923	43	C4059	0.1059%
I-2601	A	701	--	4173	0.0804%
I-2602	B	923	43	4022	0.1059%
I-2603	C	1,206	42	4188, 4189	0.1383%
I-2604	D	1,113	44	4068, 4069	0.1278%
I-2605	E	1,105	44	4070, 4071	0.1267%
I-2606	ER	1,105	44	C4107, C4108	0.1267%
I-2607	DR	1,113	44	C4105, C4106	0.1278%
I-2608	CR	1,206	42	4072, 4073	0.1383%
I-2609	BR	923	43	4023	0.1059%
I-2701	A	701	--	C3047	0.0804%
I-2702	B	923	43	C3042	0.1059%
I-2703	C	1,206	42	C3044, C3045	0.1383%
I-2704	D	1,113	44	3036, 3037	0.1278%
I-2705	E	1,105	44	C4109, C4110	0.1267%
I-2706	ER	1,105	44	C4111, C4112	0.1267%
I-2707	DR	1,113	44	3038, 3039	0.1278%
I-2708	CR	1,206	42	3040, 3041	0.1383%
I-2709	BR	923	43	C3043	0.1059%

EXHIBIT "A"
Page 8 of 38

**PHASE I
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-2801	A	701	--	3030	0.0804%
I-2802	B	923	43	3031	0.1059%
I-2803	C	1,206	42	3141, 3142	0.1383%
I-2804	D	1,113	44	C3052, C3053	0.1278%
I-2805	E	1,105	44	C3050, C3051	0.1267%
I-2806	ER	1,105	44	3032, 3033	0.1267%
I-2807	DR	1,113	44	3034, 3035	0.1278%
I-2808	CR	1,206	42	C3048, C3049	0.1383%
I-2809	BR	923	43	C3046	0.1059%
I-2901	A	701	--	3092	0.0804%
I-2902	B	923	43	3028	0.1059%
I-2903	C	1,206	42	C3135, C3136	0.1383%
I-2904	D	1,113	44	C3137, C3138	0.1278%
I-2905	E	1,105	44	3147, 3148	0.1267%
I-2906	ER	1,105	44	3145, 3146	0.1267%
I-2907	DR	1,113	44	C3139, C3140	0.1278%
I-2908	CR	1,206	42	3143, 3144	0.1383%
I-2909	BR	923	43	3029	0.1059%
I-3001	A	701	--	3149	0.0804%
I-3002	B	923	43	3150	0.1059%
I-3003	C	1,206	42	C4113, C4114	0.1383%
I-3004	D	1,113	44	C4117, C4118	0.1278%
I-3005	E	1,105	44	C4115, C4116	0.1267%
I-3006	ER	1,105	44	3152, 3153	0.1267%
I-3007	DR	1,113	44	3156, 3157	0.1278%
I-3008	CR	1,206	42	3154, 3155	0.1383%
I-3009	BR	923	43	3151	0.1059%
I-3101	A	701	--	C3132	0.0804%
I-3102	B	923	43	C3133	0.1059%
I-3103	C	1,206	42	C3093, C3094	0.1383%
I-3104	D	1,113	44	C3090, C3091	0.1278%
I-3105	E	1,105	44	C3088, C3089	0.1267%
I-3106	ER	1,105	44	C3086, C3087	0.1267%
I-3107	DR	1,113	44	C3128, C3129	0.1278%
I-3108	CR	1,206	42	C3130, C3131	0.1383%

EXHIBIT "A"

Page 9 of 38

**PHASE I
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-3109	BR	923	43	C3134	0.1059%
I-3201	A	701	--	C3123	0.0804%
I-3202	B	923	43	C3124	0.1059%
I-3203	C	1,206	42	C3097, C3098	0.1383%
I-3204	D	1,113	44	3080, 3081	0.1278%
I-3205	E	1,105	44	C3126, C3127	0.1267%
I-3206	ER	1,105	44	3082, 3083	0.1267%
I-3207	DR	1,113	44	3084, 3085	0.1278%
I-3208	CR	1,206	42	C3095, C3096	0.1383%
I-3209	BR	923	43	C3125	0.1059%
I-3301	A	701	--	3158	0.0804%
I-3302	B	923	43	3159	0.1059%
I-3303	C	1,206	42	C3103, C3104	0.1383%
I-3304	D	1,113	44	C3101, C3102	0.1278%
I-3305	E	1,105	44	3074, 3075	0.1267%
I-3306	ER	1,105	44	C3099, C3100	0.1267%
I-3307	DR	1,113	44	3078, 3079	0.1278%
I-3308	CR	1,206	42	3076, 3077	0.1383%
I-3309	BR	923	43	3160	0.1059%
I-3401	A	701	--	3025	0.0804%
I-3402	B	923	43	3026	0.1059%
I-3403	C	1,206	42	3165, 3166	0.1383%
I-3404	D	1,113	44	C3117, C3118	0.1278%
I-3405	E	1,105	44	C3161, C3162	0.1267%
I-3406	ER	1,105	44	C3121, C3122	0.1267%
I-3407	DR	1,113	44	C3119, C3120	0.1278%
I-3408	CR	1,206	42	3163, 3164	0.1383%
I-3409	BR	923	43	3027	0.1059%
I-3501	A	701	--	C3054	0.0804%
I-3502	B	923	43	C3055	0.1059%
I-3503	C	1,206	42	3171, 3172	0.1383%
I-3504	D	1,113	44	C3113, C3114	0.1278%
I-3505	E	1,105	44	C3105, C3106	0.1267%
I-3506	ER	1,105	44	C3115, C3116	0.1267%
I-3507	DR	1,113	44	3169, 3170	0.1278%

**PHASE I
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-3508	CR	1,206	42	3167, 3168	0.1383%
I-3509	BR	923	43	C3056	0.1059%
I-3601	A	701	--	3022	0.0804%
I-3602	B	923	43	3023	0.1059%
I-3603	C	1,206	42	3182, 3183	0.1383%
I-3604	D	1,113	44	3184, 3185	0.1278%
I-3605	E	1,105	44	3070, 3071	0.1267%
I-3606	ER	1,105	44	3072, 3073	0.1267%
I-3607	DR	1,113	44	C3109, C3110	0.1278%
I-3608	CR	1,206	42	C3107, C3108	0.1383%
I-3609	BR	923	43	3024	0.1059%
I-3701	A	701	--	C3057	0.0804%
I-3702	B	923	43	C3058	0.1059%
I-3703	C	1,206	42	3188, 3189	0.1383%
I-3704	D	1,113	44	3174, 3175	0.1278%
I-3705	E	1,105	44	3064, 3190	0.1267%
I-3706	ER	1,105	44	3176, 3177	0.1267%
I-3707	DR	1,113	44	3178, 3179	0.1278%
I-3708	CR	1,206	42	3180, 3181	0.1383%
I-3709	BR	923	43	C3059	0.1059%
I-3801	A	701	--	2141	0.0804%
I-3802	B	923	43	2158	0.1059%
I-3803	C	1,206	42	2142, 2143	0.1383%
I-3804	D	1,113	44	3068, 3069	0.1278%
I-3805	E	1,105	44	C3111, C3112	0.1267%
I-3806	ER	1,105	44	2144, 2145	0.1267%
I-3807	DR	1,113	44	2148, 2149	0.1278%
I-3808	CR	1,206	42	2146, 2147	0.1383%
I-3809	BR	923	43	3173	0.1059%
I-3901	A	701	--	2150	0.0804%
I-3902	B	923	43	2151	0.1059%
I-3903	C	1,206	42	C2129, C2130	0.1383%
I-3904	D	1,113	44	C2131, C2132	0.1278%
I-3905	E	1,105	44	C2133, C2134	0.1267%
I-3906	ER	1,105	44	C2135, C2136	0.1267%

**PHASE I
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-3907	DR	1,113	44	C2137, C2138	0.1278%
I-3908	CR	1,206	42	C2139, C2140	0.1383%
I-3909	BR	923	43	2152	0.1059%
I-4001	A	701	--	2153	0.0804%
I-4002	B	923	43	2154	0.1059%
I-4003	C	1,206	42	C2096, C2097	0.1383%
I-4004	D	1,113	44	C2094, C2095	0.1278%
I-4005	E	1,105	44	C2092, C2093	0.1267%
I-4006	ER	1,105	44	C2090, C2091	0.1267%
I-4007	DR	1,113	44	C2088, C2089	0.1278%
I-4008	CR	1,206	42	C2086, C2087	0.1383%
I-4009	BR	923	43	2155	0.1059%
I-4101	A	701	--	C2126	0.0804%
I-4102	B	923	43	C2127	0.1059%
I-4103	C	1,206	42	2163, 2164	0.1383%
I-4104	D	1,113	44	2161, 2162	0.1278%
I-4105	E	1,105	44	C2124, C2125	0.1267%
I-4106	ER	1,105	44	2159, 2160	0.1267%
I-4107	DR	1,113	44	2156, 2157	0.1278%
I-4108	CR	1,206	42	C2098, C2099	0.1383%
I-4109	BR	923	43	C2128	0.1059%
I-4201	A	701	--	C2057	0.0804%
I-4202	B	923	43	C2054	0.1059%
I-4203	C	1,206	42	2078, 2079	0.1383%
I-4204	D	1,113	44	2080, 2081	0.1278%
I-4205	E	1,105	44	2082, 2083	0.1267%
I-4206	ER	1,105	44	5050, 5051	0.1267%
I-4207	DR	1,113	44	2177, 2178	0.1278%
I-4208	CR	1,206	42	C2122, C2123	0.1383%
I-4209	BR	923	43	C2055	0.1059%
I-4301	A	701	--	2026	0.0804%
I-4302	B	923	43	2027	0.1059%
I-4303	C	1,206	42	C2102, C2103	0.1383%
I-4304	D	1,113	44	2165, 2166	0.1278%
I-4305	E	1,105	44	C2100, C2101	0.1267%

**PHASE I
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-4306	ER	1,105	44	C2120, C2121	0.1267%
I-4307	DR	1,113	44	2175, 2176	0.1278%
I-4308	CR	1,206	42	2076, 2077	0.1383%
I-4309	BR	923	43	C2056	0.1059%
I-4401	A	701	--	2023	0.0804%
I-4402	B	923	43	2024	0.1059%
I-4403	C	1,206	42	2072, 2073	0.1383%
I-4404	D	1,113	44	2074, 2075	0.1278%
I-4405	E	1,105	44	C2106, C2107	0.1267%
I-4406	ER	1,105	44	C2118, C2119	0.1267%
I-4407	DR	1,113	44	2173, 2174	0.1278%
I-4408	CR	1,206	42	C2104, C2105	0.1383%
I-4409	BR	923	43	2025	0.1059%
I-4501	A	701	--	C2058	0.0804%
I-4502	B	923	43	C2059	0.1059%
I-4503	C	1,206	42	2016, 2017	0.1383%
I-4504	D	1,113	44	2018, C2012	0.1278%
I-4505	E	1,105	44	2170, 2171	0.1267%
I-4506	ER	1,105	44	C2013, C2014	0.1267%
I-4507	DR	1,113	44	C2116, C2117	0.1278%
I-4508	CR	1,206	42	2070, 2071	0.1383%
I-4509	BR	923	43	C2060	0.1059%
I-4601	A	701	--	2169	0.0804%
I-4602	B	923	43	2021	0.1059%
I-4603	G	2,349	86	5162, 5163, 5164, 5165	0.2694%
I-4605	H	2,208	88	C2113, C2114, C2115	0.2533%
I-4607	DR	1,113	44	C2108, C2109	0.1278%
I-4608	CR	1,206	42	2068, 2069	0.1383%
I-4609	BR	923	43	2022	0.1059%
I-4701	A	701	--	2064	0.0804%
I-4702	B	923	43	2167	0.1059%
I-4703	G	2,349	86	2181, 2182, 2183	0.2694%
I-4705	H	2,208	88	C2110, C2111, C2112	0.2533%
I-4707	DR	1,113	44	C2061, C2062	0.1278%
I-4708	CR	1,206	42	2019, 2020	0.1383%

EXHIBIT "A"

Page 13 of 38

PHASE I**RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-4709	BR	923	43	2168	0.1059%
I-PH1	A	701		5156, 5157	0.0804%
I-PH2	B	923	43	5158, 5159	0.1059%
I-PH3	G	2,391	44	2065, 2066, 2067	0.2805%
I-PH6	H	2,208	88	2184	0.2533%
I-PH8	G	2,391	44	5166, 5167	0.2805%
I-PH9	BR	923	43	5160, 5161	0.1059%

All PH units are located on the 48th Floor

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EXHIBIT "A"

Page 14 of 38

**PHASE II
RESIDENTIAL APARTMENTS:**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-601	A	701	631	C5069	0.0804%
II-602	B	923	43	5054	0.1059%
II-603	C	1,206	42	C5070, C5071	0.1383%
II-604	D	1,113	44	5061, 5062	0.1278%
II-605	E	1,105	44	C5064, C5065	0.1267%
II-606	ER	1,105	44	C5066, C5067	0.1267%
II-609	BR	923	899	5063	0.1059%
II-701	A	701	--	5059	0.0804%
II-702	B	923	43	5060	0.1059%
II-703	C	1,206	42	C5028, C5029	0.1383%
II-704	D	1,113	44	C5026, C5027	0.1278%
II-705	E	1,105	44	5023, 5024	0.1267%
II-706	ER	1,105	44	C5072, C5073	0.1267%
II-708	CR	1,206	42	5021, 5022	0.1383%
II-709	BR	923	43	C5068	0.1059%
II-801	A	701	--	5105	0.0804%
II-802	B	923	43	5058	0.1059%
II-803	C	1,206	42	C5096, C5097	0.1383%
II-804	D	1,113	44	C5108, 5109	0.1278%
II-805	E	1,105	44	C5098, C5099	0.1267%
II-806	ER	1,105	44	C5106, C5107	0.1267%
II-807	DR	1,113	44	C5100, C5101	0.1278%
II-808	CR	1,206	42	C5102, C5103	0.1383%
II-809	BR	923	43	5025	0.1059%
II-901	A	701	--	C5074	0.0804%
II-902	B	923	43	C5075	0.1059%
II-903	C	1,206	42	5017, 5018	0.1383%
II-904	D	1,113	44	C5112, C5113	0.1278%
II-905	E	1,105	44	C5094, C5095	0.1267%
II-906	ER	1,105	44	5019, 5020	0.1267%
II-907	DR	1,113	44	5110, 5111	0.1278%
II-908	CR	1,206	42	C5030, C5031	0.1383%
II-909	BR	923	43	5104	0.1059%
II-1001	A	701	--	5055	0.0804%
II-1002	B	923	43	5056	0.1059%

**PHASE II
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-1003	C	1,206	42	5013, 5014	0.1383%
II-1004	D	1,113	44	C5032, C5033	0.1278%
II-1005	E	1,105	44	C5034, C5035	0.1267%
II-1006	ER	1,105	44	5015, 5016	0.1267%
II-1007	DR	1,113	44	C5114, 5115	0.1278%
II-1008	CR	1,206	42	5116, 5117	0.1383%
II-1009	BR	923	43	5057	0.1059%
II-1101	A	701	--	C5092	0.0804%
II-1102	B	923	43	C5093	0.1059%
II-1103	C	1,206	42	5007, 5008	0.1383%
II-1104	D	1,113	44	C5118, C5119	0.1278%
II-1105	E	1,105	44	5009, 5010	0.1267%
II-1106	ER	1,105	44	5011, 5012	0.1267%
II-1107	DR	1,113	44	C5120, 5121	0.1278%
II-1108	CR	1,206	42	5122, 5123	0.1383%
II-1109	BR	923	43	3095	0.1059%
II-1201	A	701	--	C5038	0.0804%
II-1202	B	923	43	C5039	0.1059%
II-1203	C	1,206	42	C5126, 5127	0.1383%
II-1204	D	1,113	44	C5089, C5090	0.1278%
II-1205	E	1,105	44	C5124, C5125	0.1267%
II-1206	ER	1,105	44	C3038, C3039	0.1267%
II-1207	DR	1,113	44	C5036, C5037	0.1278%
II-1208	CR	1,206	42	C5087, C5088	0.1383%
II-1209	BR	923	43	C5091	0.1059%
II-1501	A	701	--	C4073	0.0804%
II-1502	B	923	43	C4082	0.1059%
II-1503	C	1,206	42	5001, 5002	0.1383%
II-1504	D	1,113	44	C5040, C5041	0.1278%
II-1505	E	1,105	44	5003, 5004	0.1267%
II-1506	ER	1,105	44	5005, 5006	0.1267%
II-1507	DR	1,113	44	C5085, C5086	0.1278%
II-1508	CR	1,206	42	C5083, C5084	0.1383%
II-1509	BR	923	43	C4095	0.1059%
II-1601	A	701	--	4069	0.0804%

**PHASE II
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-1602	B	923	43	4070	0.1059%
II-1603	C	1,206	42	4071, 4072	0.1383%
II-1604	D	1,113	44	C4076, C4077	0.1278%
II-1605	E	1,105	44	C5076, C5082	0.1267%
II-1606	ER	1,105	44	C5042, C5043	0.1267%
II-1607	DR	1,113	44	C4074, C4075	0.1278%
II-1608	CR	1,206	42	5128, 5129	0.1383%
II-1609	BR	923	43	4057	0.1059%
II-1701	A	701	--	C4078	0.0804%
II-1702	B	923	43	C4079	0.1059%
II-1703	C	1,206	42	4123, 4124	0.1383%
II-1704	D	1,113	44	C4119, C4120	0.1278%
II-1705	E	1,105	44	4023, 4024	0.1267%
II-1706	ER	1,105	44	C4083, C4084	0.1267%
II-1707	DR	1,113	44	4066, 4067	0.1278%
II-1708	CR	1,206	42	C4080, C4081	0.1383%
II-1709	BR	923	43	4068	0.1059%
II-1801	A	701	--	4122	0.0804%
II-1802	B	923	43	C4121	0.1059%
II-1803	C	1,206	42	C4113, C4114	0.1383%
II-1804	D	1,113	44	C4115, C4116	0.1278%
II-1805	E	1,105	44	4125, 4126	0.1267%
II-1806	ER	1,105	44	C4117, C4118	0.1267%
II-1807	DR	1,113	44	4021, 4022	0.1278%
II-1808	CR	1,206	42	4127, 4128	0.1383%
II-1809	BR	923	43	4025	0.1059%
II-1901	A	701	--	C4026	0.0804%
II-1902	B	923	43	C4027	0.1059%
II-1903	C	1,206	42	4131, 4132	0.1383%
II-1904	D	1,113	44	4019, 4020	0.1278%
II-1905	E	1,105	44	C4111, C4112	0.1267%
II-1906	ER	1,105	44	4129, 4130	0.1267%
II-1907	DR	1,113	44	C4029, C4030	0.1278%
II-1908	CR	1,206	42	C4031, C4032	0.1383%
II-1909	BR	923	43	C4028	0.1059%

**PHASE II
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-2001	A	701	--	C4085	0.0804%
II-2002	B	923	43	4064	0.1059%
II-2003	C	1,206	42	C4107, C4108	0.1383%
II-2004	D	1,113	44	4015, 4016	0.1278%
II-2005	E	1,105	44	4017, 4018	0.1267%
II-2006	ER	1,105	44	C4109, C4110	0.1267%
II-2007	DR	1,113	44	C4086, C4087	0.1278%
II-2008	CR	1,206	42	4133, 4134	0.1383%
II-2009	BR	923	43	4065	0.1059%
II-2101	A	701	--	C4033	0.0804%
II-2102	B	923	43	C4034	0.1059%
II-2103	C	1,206	42	4137, 4138	0.1383%
II-2104	D	1,113	44	C4088, C4089	0.1278%
II-2105	E	1,105	44	4135, 4136	0.1267%
II-2106	ER	1,105	44	C4105, C4106	0.1267%
II-2107	DR	1,113	44	4061, 4062	0.1278%
II-2108	CR	1,206	42	C4090, C4091	0.1383%
II-2109	BR	923	43	4063	0.1059%
II-2201	A	701	--	4058	0.0804%
II-2202	B	923	43	4059	0.1059%
II-2203	C	1,206	42	4141, 4142	0.1383%
II-2204	D	1,113	44	4147, 4148	0.1278%
II-2205	E	1,105	44	C4103, C4104	0.1267%
II-2206	ER	1,105	44	4139, 4140	0.1267%
II-2207	DR	1,113	44	4013, 4014	0.1278%
II-2208	CR	1,206	42	4055, 4056	0.1383%
II-2209	BR	923	43	4060	0.1059%
II-2301	A	701	--	C4035	0.0804%
II-2302	B	923	43	C4036	0.1059%
II-2303	C	1,206	42	4145, 4146	0.1383%
II-2304	D	1,113	44	4011, 4012	0.1278%
II-2305	E	1,105	44	4143, 4144	0.1267%
II-2306	ER	1,105	44	C4101, C4102	0.1267%
II-2307	DR	1,113	44	C4038, C4039	0.1278%
II-2308	CR	1,206	42	C3092, C3093	0.1383%

**PHASE II
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-2309	BR	923	43	C4037	0.1059%
II-2401	A	701	--	C3075	0.0804%
II-2402	B	923	43	C3076	0.1059%
II-2403	C	1,206	42	3071, 3072	0.1383%
II-2404	D	1,113	44	C3073, C3074	0.1278%
II-2405	E	1,105	44	4009, 4010	0.1267%
II-2406	ER	1,105	44	C4040, C4041	0.1267%
II-2407	DR	1,113	44	C3078, C3079	0.1278%
II-2408	CR	1,206	42	3069, 3070	0.1383%
II-2409	BR	923	43	C3077	0.1059%
II-2501	A	701	--	C3119	0.0804%
II-2502	B	923	43	C3120	0.1059%
II-2503	C	1,206	42	3124, 3125	0.1383%
II-2504	D	1,113	44	3122, 3123	0.1278%
II-2505	E	1,105	44	C3080, C3081	0.1267%
II-2506	ER	1,105	44	C4042, C4043	0.1267%
II-2507	DR	1,113	44	3065, 3066	0.1278%
II-2508	CR	1,206	42	3067, 3068	0.1383%
II-2509	BR	923	43	C3121	0.1059%
II-2601	A	701	--	3082	0.0804%
II-2602	B	923	43	3083	0.1059%
II-2603	C	1,206	42	3021, 3022	0.1383%
II-2604	D	1,113	44	3128, 3129	0.1278%
II-2605	E	1,105	44	3126, 3127	0.1267%
II-2606	ER	1,105	44	C3115, C3116	0.1267%
II-2607	DR	1,113	44	C3117, C3118	0.1278%
II-2608	CR	1,206	42	3023, 3024	0.1383%
II-2609	BR	923	43	3025	0.1059%
II-2701	A	701	--	3130	0.0804%
II-2702	B	923	43	3064	0.1059%
II-2703	C	1,206	42	C3107, C3108	0.1383%
II-2704	D	1,113	44	C3111, C3112	0.1278%
II-2705	E	1,105	44	3133, 3134	0.1267%
II-2706	ER	1,105	44	3131, 3132	0.1267%
II-2707	DR	1,113	44	C3113, C3114	0.1278%
II-2708	CR	1,206	42	C3109, C3110	0.1383%

**PHASE II
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-2709	BR	923	43	3084	0.1059%
II-2801	A	701	--	C3027	0.0804%
II-2802	B	923	43	C3028	0.1059%
II-2803	C	1,206	42	3014, 3015	0.1383%
II-2804	D	1,113	44	C3033, C3034	0.1278%
II-2805	E	1,105	44	3016, 3017	0.1267%
II-2806	ER	1,105	44	3018, 3019	0.1267%
II-2807	DR	1,113	44	C3031, C3032	0.1278%
II-2808	CR	1,206	42	C3029, C3030	0.1383%
II-2809	BR	923	43	3020	0.1059%
II-2901	A	701	--	C3085	0.0804%
II-2902	B	923	43	C3035	0.1059%
II-2903	C	1,206	42	C4044, C4054	0.1383%
II-2904	D	1,113	44	3012, 3013	0.1278%
II-2905	E	1,105	44	C3105, C3106	0.1267%
II-2906	ER	1,105	44	3135, 3136	0.1267%
II-2907	DR	1,113	44	C3036, C3037	0.1278%
II-2908	CR	1,206	42	3057, 3058	0.1383%
II-2909	BR	923	43	C3026	0.1059%
II-3001	A	701	--	3011	0.0804%
II-3002	B	923	43	3054	0.1059%
II-3003	C	1,206	42	3139, 3140	0.1383%
II-3004	D	1,113	44	C3086, C3087	0.1278%
II-3005	E	1,105	44	C3103, C3104	0.1267%
II-3006	ER	1,105	44	3137, 3138	0.1267%
II-3007	DR	1,113	44	3061, 3062	0.1278%
II-3008	CR	1,206	42	C3090, C3091	0.1383%
II-3009	BR	923	43	3063	0.1059%
II-3101	A	701	--	3148	0.0804%
II-3102	B	923	43	3009	0.1059%
II-3103	C	1,206	42	3143, 3144	0.1383%
II-3104	D	1,113	44	C3088, C3089	0.1278%
II-3105	E	1,105	44	3141, 3142	0.1267%
II-3106	ER	1,105	44	C3040, C3041	0.1267%
II-3107	DR	1,113	44	3059, 3060	0.1278%
II-3108	CR	1,206	42	C4092, C4093	0.1383%

EXHIBIT "A"

Page 20 of 38

PHASE II**RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-3109	BR	923	43	3010	0.1059%
II-3201	A	701	--	C2066	0.0804%
II-3202	B	923	43	C2067	0.1059%
II-3203	C	1,206	42	C3042, C3043	0.1383%
II-3204	D	1,113	44	2063, 2064	0.1278%
II-3205	E	1,105	44	3145, 3146	0.1267%
II-3206	ER	1,105	44	C3101, C3102	0.1267%
II-3207	DR	1,113	44	C2068, C2069	0.1278%
II-3208	CR	1,206	42	3055, 3056	0.1383%
II-3209	BR	923	43	3147	0.1059%
II-3301	A	701	--	C2075	0.0804%
II-3302	B	923	43	C2076	0.1059%
II-3303	C	1,206	42	2117, 2118	0.1383%
II-3304	D	1,113	44	C2115, C2116	0.1278%
II-3305	E	1,105	44	C2072, C2073	0.1267%
II-3306	ER	1,105	44	2059, 2060	0.1267%
II-3307	DR	1,113	44	C2070, C2071	0.1278%
II-3308	CR	1,206	42	2061, 2062	0.1383%
II-3309	BR	923	43	C2065	0.1059%
II-3401	A	701	--	2057	0.0804%
II-3402	B	923	43	2058	0.1059%
II-3403	C	1,206	42	2123, 2124	0.1383%
II-3404	D	1,113	44	C2109, C2110	0.1278%
II-3405	E	1,105	44	2121, 2122	0.1267%
II-3406	ER	1,105	44	C2111, C2112	0.1267%
II-3407	DR	1,113	44	2119, 2120	0.1278%
II-3408	CR	1,206	42	C2113, C2114	0.1383%
II-3409	BR	923	43	C2074	0.1059%
II-3501	A	701	--	2024	0.0804%
II-3502	B	923	43	2025	0.1059%
II-3503	C	1,206	42	C2030, C2031	0.1383%
II-3504	D	1,113	44	C2028, C2029	0.1278%
II-3505	E	1,105	44	C2026, C2027	0.1267%
II-3506	ER	1,105	44	C2105, C2106	0.1267%
II-3507	DR	1,113	44	2125, 2126	0.1278%

EXHIBIT "A"**Page 21 of 38**

**PHASE II
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-3508	CR	1,206	42	C2107, C2108	0.1383%
II-3509	BR	923	43	2056	0.1059%
II-3601	A	701	--	2021	0.0804%
II-3602	B	923	43	2022	0.1059%
II-3603	C	1,206	42	2015, 2016	0.1383%
II-3604	D	1,113	44	C2032, C2033	0.1278%
II-3605	E	1,105	44	2017, 2018	0.1267%
II-3606	ER	1,105	44	2129, 2130	0.1267%
II-3607	DR	1,113	44	2019, 2020	0.1278%
II-3608	CR	1,206	42	2127, 2128	0.1383%
II-3609	BR	923	43	2023	0.1059%
II-3701	A	701	--	2055	0.0804%
II-3702	B	923	43	C2077	0.1059%
II-3703	C	1,206	42	2051, 2052	0.1383%
II-3704	D	1,113	44	2053, 2054	0.1278%
II-3705	E	1,105	44	C2036, C2037	0.1267%
II-3706	ER	1,105	44	C2034, C2035	0.1267%
II-3707	DR	1,113	44	C2078, C2079	0.1278%
II-3708	CR	1,206	42	C2102, C2103	0.1383%
II-3709	BR	923	43	C2104	0.1059%
II-3801	A	701	--	2012	0.0804%
II-3802	B	923	43	2013	0.1059%
II-3803	C	1,206	42	2139, 2140	0.1383%
II-3804	D	1,113	44	C2082, C2083	0.1278%
II-3805	E	1,105	44	C2100, C2101	0.1267%
II-3806	ER	1,105	44	2131, 2132	0.1267%
II-3807	DR	1,113	44	C2080, C2081	0.1278%
II-3808	CR	1,206	42	2137, 2138	0.1383%
II-3809	BR	923	43	2014	0.1059%
II-3901	A	701	--	2011	0.0804%
II-3902	B	923	43	C2038	0.1059%
II-3903	C	1,206	42	C2084, C2085	0.1383%
II-3904	D	1,113	44	C2098, C2099	0.1278%
II-3905	E	1,105	44	2135, 2136	0.1267%
II-3906	ER	1,105	44	2133, 2134	0.1267%

**PHASE II
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-3907	DR	1,113	44	2049, 2050	0.1278%
II-3908	CR	1,206	42	C2096, C2097	0.1383%
II-3909	BR	923	43	C2039	0.1059%
II-4001	A	701	--	1056	0.0804%
II-4002	B	923	43	C1061	0.1059%
II-4003	C	1,206	42	C2042, C2043	0.1383%
II-4004	D	1,113	44	2009, 2010	0.1278%
II-4005	E	1,105	44	2143, 2144	0.1267%
II-4006	ER	1,105	44	2141, 2142	0.1267%
II-4007	DR	1,113	44	C2040, C2041	0.1278%
II-4008	CR	1,206	42	2047, 2048	0.1383%
II-4009	BR	923	43	C1062	0.1059%
II-4101	A	701	--	1020	0.0804%
II-4102	B	923	43	1021	0.1059%
II-4103	C	1,206	42	1098, 1099	0.1383%
II-4104	D	1,113	44	1022, 1023	0.1278%
II-4105	E	1,105	44	C1025, C1026	0.1267%
II-4106	ER	1,105	44	1054, 1055	0.1267%
II-4107	DR	1,113	44	C1057, C1058	0.1278%
II-4108	CR	1,206	42	C1059, C1060	0.1383%
II-4109	BR	923	43	C1024	0.1059%
II-4201	A	701	--	C1027	0.0804%
II-4202	B	923	43	C1089	0.1059%
II-4203	C	1,206	42	1102, 1103	0.1383%
II-4204	D	1,113	44	1100, 1101	0.1278%
II-4205	E	1,105	44	C1090, C1091	0.1267%
II-4206	ER	1,105	44	C1092, C1093	0.1267%
II-4207	DR	1,113	44	C1094, C1095	0.1278%
II-4208	CR	1,206	42	1096, 1097	0.1383%
II-4209	BR	923	43	1019	0.1059%
II-4301	A	701	--	C1031	0.0804%
II-4302	B	923	43	C1032	0.1059%
II-4303	C	1,206	42	1014, 1015	0.1383%
II-4304	D	1,113	44	C1085, C1086	0.1278%
II-4305	E	1,105	44	1104, 1105	0.1267%

**PHASE II
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-4306	ER	1,105	44	1016, 1017	0.1267%
II-4307	DR	1,113	44	C1028, C1029	0.1278%
II-4308	CR	1,206	42	C1087, C1088	0.1383%
II-4309	BR	923	43	1018	0.1059%
II-4401	A	701	--	C1064	0.0804%
II-4402	B	923	43	C1065	0.1059%
II-4403	C	1,206	42	C1035, C1036	0.1383%
II-4404	D	1,113	44	1010, 1011	0.1278%
II-4405	E	1,105	44	C1033, C1034	0.1267%
II-4406	ER	1,105	44	1012, 1013	0.1267%
II-4407	DR	1,113	44	C1083, C1084	0.1278%
II-4408	CR	1,206	42	1106, 1107	0.1383%
II-4409	BR	923	43	C1030	0.1059%
II-4501	A	701	--	1052	0.0804%
II-4502	B	923	43	1053	0.1059%
II-4503	C	1,206	42	1048, 1049	0.1383%
II-4504	D	1,113	44	1050, 1051	0.1278%
II-4505	E	1,105	44	C1066, C1067	0.1267%
II-4506	ER	1,105	44	1112, 1113	0.1267%
II-4507	DR	1,113	44	C1081, C1082	0.1278%
II-4508	CR	1,206	42	1108, 1109	0.1383%
II-4509	BR	923	43	C1063	0.1059%
II-4601	A	701	--	1110	0.0804%
II-4602	B	923	43	1111	0.1059%
II-4603	G	2,349	86	1045, 1046, 1047	0.2694%
II-4605	H	2,208	88	C1069, C1070, C1071	0.2533%
II-4607	DR	1,113	44	C1037, C1038	0.1278%
II-4608	CR	1,206	42	1008, 1009	0.1383%
II-4609	BR	923	43	C1068	0.1059%
II-4701	A	701	--	1001	0.0804%
II-4702	B	923	43	1002	0.1059%
II-4703	G	2,349	86	C1072, C1073, C1074	0.2694%
II-4705	H	2,208	88	C1039, C1040, C1041	0.2533%
II-4707	DR	1,113	44	1006, 1007	0.1278%

**PHASE II
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-4708	CR	1,206	42	1004, 1005	0.1383%
II-4709	BR	923	43	1003	0.1059%
II-PH1	A	701		4149	0.0804%
II-PH2	B	923	43	5130, 5131	0.1059%
II-PH3	G	2,391	44	3096, 3097, 3150	0.2805%
II-PH6	H	2,208	88	4096, 4097	0.2533%
II-PH7	DR	1,113	44	5078, 5079	0.1278%
II-PH8	CR	1,248		4150	0.1483%
II-PH9	BR	923	43	3149	0.1059%

All PH units are located on the 48th Floor

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**PHASE I
PARKING APARTMENTS:**

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
PA-C2001	134.5	0.0156%
PA-C2002	141.33	0.0156%
PA-C2003	134.5	0.0156%
PA-C2004	134.5	0.0156%
PA-C2005	134.5	0.0156%
PA-C2006	134.5	0.0156%
PA-C2007	141.33	0.0156%
PA-C2008	134.5	0.0156%
PA-C2009	134.5	0.0156%
PA-C2010	141.33	0.0156%
PA-C2011	134.5	0.0156%
PA-C2015	134.5	0.0156%
PA-2037	151.5	0.0175%
PA-2038	153	0.0175%
PA-2039	151.5	0.0175%
PA-2040	151.5	0.0175%
PA-2041	150	0.0175%
PA-2172	151.5	0.0175%
PA-C3001	134.5	0.0156%
PA-C3002	141.33	0.0156%
PA-C3003	134.5	0.0156%
PA-C3004	134.5	0.0156%
PA-C3005	134.5	0.0156%
PA-C3006	134.5	0.0156%
PA-C3007	141.33	0.0156%
PA-C3008	134.5	0.0156%
PA-C3009	134.5	0.0156%
PA-C3010	141.33	0.0156%
PA-C3011	134.5	0.0156%
PA-C3012	134.5	0.0156%
PA-C3013	134.5	0.0156%
PA-C3014	141.33	0.0156%
PA-C3015	134.5	0.0156%
PA-3016	150	0.0175%
PA-3017	151.5	0.0175%
PA-3018	151.5	0.0175%
PA-3019	151.5	0.0175%

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
PA-3020	153	0.0175%
PA-3021	151.5	0.0175%
PA-C3060	134.5	0.0156%
PA-C3061	136	0.0156%
PA-C3062	134.5	0.0156%
PA-3065	151.5	0.0175%
PA-3066	153	0.0175%
PA-3067	151.5	0.0175%
PA-C4001	134.5	0.0156%
PA-C4002	141.33	0.0156%
PA-C4003	134.5	0.0156%
PA-C4004	134.5	0.0156%
PA-C4005	134.5	0.0156%
PA-C4006	134.5	0.0156%
PA-C4007	141.33	0.0156%
PA-C4008	134.5	0.0156%
PA-C4009	134.5	0.0156%
PA-C4010	141.33	0.0156%
PA-C4011	134.5	0.0156%
PA-C4012	134.5	0.0156%
PA-C4013	134.5	0.0156%
PA-C4014	141.33	0.0156%
PA-C4015	134.5	0.0156%
PA-4016	150	0.0175%
PA-4017	151.5	0.0175%
PA-4018	151.5	0.0175%
PA-4019	151.5	0.0175%
PA-4020	153	0.0175%
PA-4021	151.5	0.0175%
PA-C4060	134.5	0.0156%
PA-C4061	136	0.0156%
PA-C4062	134.5	0.0156%
PA-4065	151.5	0.0175%
PA-4066	153	0.0175%
PA-4067	151.5	0.0175%
PA-C5001	134.5	0.0156%
PA-C5002	141.33	0.0156%

EXHIBIT "A"

Page 26 of 38

**PHASE I
PARKING APARTMENTS (Continued):**

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest	Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
PA-C5003	134.5	0.0156%	LPA-1010	153	0.0175%
PA-C5004	134.5	0.0156%	LPA-1011	151.5	0.0175%
PA-C5005	134.5	0.0156%	LPA-1012	151.5	0.0175%
PA-C5006	134.5	0.0156%	LPA-1013	153	0.0175%
PA-C5007	141.33	0.0156%	LPA-1014	151.5	0.0175%
PA-C5008	134.5	0.0156%	LPA-1015	151.5	0.0175%
PA-C5009	134.5	0.0156%	LPA-1016	150	0.0175%
PA-C5010	141.33	0.0156%	LPA-C1017	134.5	0.0156%
PA-C5011	134.5	0.0156%	LPA-C1018	136	0.0156%
PA-C5012	134.5	0.0156%	LPA-C1019	134.5	0.0156%
PA-C5013	134.5	0.0156%	LPA-C1020	134.5	0.0156%
PA-C5014	141.33	0.0156%	LPA-C1021	136	0.0156%
PA-C5015	134.5	0.0156%	LPA-C1022	134.5	0.0156%
PA-5016	153	0.0175%	LPA-C1023	134.5	0.0156%
PA-5017	151.5	0.0175%	LPA-C1024	136	0.0156%
PA-5018	151.5	0.0175%	LPA-C1025	134.5	0.0156%
PA-5046	151.5	0.0175%	LPA-C1026	134.5	0.0156%
PA-5047	151.5	0.0175%	LPA-C1027	136	0.0156%
PA-5048	153	0.0175%	LPA-C1028	134.5	0.0156%
PA-5049	151.5	0.0175%	LPA-C1029	134.5	0.0156%
PA-C5033	134.5	0.0156%	LPA-C1030	141.33	0.0156%
PA-C5034	136	0.0156%	LPA-C1031	134.5	0.0156%
PA-C5035	134.5	0.0156%	LPA-H1032	134.5	0.0156%
PA-C5092	134.5	0.0156%	LPA-1033	151.5	0.0175%
PA-C5093	141.33	0.0156%	LPA-1034	151.5	0.0175%
PA-C5094	134.5	0.0156%	LPA-1035	153	0.0175%
LPA-1001	150	0.0175%	LPA-1036	151.5	0.0175%
LPA-1002	151.5	0.0175%	LPA-1037	151.5	0.0175%
LPA-1003	151.5	0.0175%	LPA-1038	153	0.0175%
LPA-1004	153	0.0175%	LPA-1039	151.5	0.0175%
LPA-1005	151.5	0.0175%	LPA-1040	151.5	0.0175%
LPA-1006	151.5	0.0175%	LPA-1041	153	0.0175%
LPA-1007	153	0.0175%	LPA-1042	151.5	0.0175%
LPA-1008	151.5	0.0175%	LPA-1043	151.5	0.0175%
LPA-1009	151.5	0.0175%	LPA-1044	153	0.0175%

EXHIBIT "A"

Page 27 of 38

**PHASE I
PARKING APARTMENTS (Continued):**

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
LPA-1045	151.5	0.0175%
LPA-1046	151.5	0.0175%
LPA-1047	153	0.0175%
LPA-1048	151.5	0.0175%
LPA-1049	151.5	0.0175%
LPA-1050	153	0.0175%
LPA-1051	151.5	0.0175%
LPA-1052	151.5	0.0175%
LPA-1053	153	0.0175%
LPA-1054	151.5	0.0175%
LPA-1055	151.5	0.0175%
LPA-1056	153	0.0175%
LPA-1057	151.5	0.0175%
LPA-C1058	134.5	0.0156%
LPA-C1059	141.33	0.0156%
LPA-C1060	134.5	0.0156%
LPA-C1061	134.5	0.0156%
LPA-C1062	141.33	0.0156%
LPA-C1063	134.5	0.0156%
LPA-C1064	134.5	0.0156%
LPA-C1065	141.33	0.0156%
LPA-C1066	134.5	0.0156%
LPA-C1067	134.5	0.0156%
LPA-C1068	141.33	0.0156%
LPA-C1069	134.5	0.0156%
LPA-C1070	134.5	0.0156%
LPA-C1071	141.33	0.0156%
LPA-C1072	134.5	0.0156%
LPA-C1073	134.5	0.0156%
LPA-C1074	141.33	0.0156%
LPA-C1075	134.5	0.0156%
LPA-C1076	134.5	0.0156%
LPA-C1077	141.33	0.0156%
LPA-C1078	134.5	0.0156%
LPA-C1079	134.5	0.0156%

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
LPA-C1080	141.33	0.0156%
LPA-C1081	134.5	0.0156%
LPA-C1082	134.5	0.0156%
LPA-C1083	141.33	0.0156%
LPA-C1084	134.5	0.0156%
LPA-C1085	134.5	0.0156%
LPA-C1086	134.5	0.0156%
LPA-C1087	141.33	0.0156%
LPA-C1088	134.5	0.0156%
LPA-C1089	134.5	0.0156%
LPA-C1090	141.33	0.0156%
LPA-C1091	134.5	0.0156%
LPA-C1092	134.5	0.0156%
LPA-C1093	141.33	0.0156%
LPA-C1094	134.5	0.0156%
LPA-C1095	134.5	0.0156%
LPA-C1096	141.33	0.0156%
LPA-C1097	134.5	0.0156%
LPA-C1098	134.5	0.0156%
LPA-C1099	141.33	0.0156%
LPA-C1100	134.5	0.0156%
LPA-C1101	134.5	0.0156%
LPA-C1102	141.33	0.0156%
LPA-C1103	134.5	0.0156%
LPA-C1104	134.5	0.0156%
LPA-C1105	141.33	0.0156%
LPA-C1106	134.5	0.0156%
LPA-C1107	134.5	0.0156%
LPA-C1108	141.33	0.0156%
LPA-C1109	134.5	0.0156%
LPA-C1110	134.5	0.0156%
LPA-C1111	141.33	0.0156%
LPA-C1112	134.5	0.0156%
LPA-H1113	151.5	0.0175%
LPA-H1114	151.5	0.0175%

**PHASE I
PARKING APARTMENTS (Continued):**

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
LPA-H1115	151.5	0.0175%
LPA-1116	151.5	0.0175%
LPA-1117	153	0.0175%
LPA-1118	151.5	0.0175%
LPA-1119	151.5	0.0175%
LPA-1120	153	0.0175%
LPA-1121	151.5	0.0175%
LPA-1122	151.5	0.0175%
LPA-1123	153	0.0175%
LPA-1124	151.5	0.0175%
LPA-1125	151.5	0.0175%
LPA-1126	153	0.0175%
LPA-1127	151.5	0.0175%
LPA-1128	151.5	0.0175%
LPA-1129	153	0.0175%
LPA-1130	151.5	0.0175%
LPA-1131	151.5	0.0175%
LPA-1132	153	0.0175%
LPA-1133	151.5	0.0175%
LPA-1134	151.5	0.0175%
LPA-1135	153	0.0175%
LPA-1136	151.5	0.0175%
LPA-1137	151.5	0.0175%
LPA-1138	153	0.0175%
LPA-1139	151.5	0.0175%
LPA-1140	151.5	0.0175%
LPA-1141	153	0.0175%
LPA-1142	151.5	0.0175%
LPA-1143	151.5	0.0175%
LPA-1144	151.5	0.0175%
LPA-1145	153	0.0175%
LPA-1146	153	0.0175%
LPA-1147	151.5	0.0175%
LPA-1148	151.5	0.0175%
LPA-1149	151.5	0.0175%

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
LPA-1150	151.5	0.0175%
LPA-1151	153	0.0175%
LPA-1152	153	0.0175%
LPA-1153	151.5	0.0175%
LPA-1154	151.5	0.0175%
LPA-1155	151.5	0.0175%
LPA-1156	150	0.0175%
LPA-1157	151.5	0.0175%
LPA-1158	153	0.0175%
LPA-1159	153	0.0175%
LPA-2028	151.5	0.0175%
LPA-2029	153	0.0175%
LPA-2030	151.5	0.0175%
LPA-2031	151.5	0.0175%
LPA-2032	153	0.0175%
LPA-2033	151.5	0.0175%
LPA-2034	151.5	0.0175%
LPA-2035	153	0.0175%
LPA-2036	151.5	0.0175%
LPA-C2042	136	0.0156%
LPA-C2043	134.5	0.0156%
LPA-C2044	136	0.0156%
LPA-C2045	136	0.0156%
LPA-C2046	134.5	0.0156%
LPA-C2047	136	0.0156%
LPA-C2048	136	0.0156%
LPA-C2049	134.5	0.0156%
LPA-C2050	136	0.0156%
LPA-C2051	136	0.0156%
LPA-C2052	134.5	0.0156%
LPA-C2053	136	0.0156%

**PHASE II
PARKING APARTMENTS:**

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest	Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
PA-C1044	141.33	0.0156%	PA-C2094	141.33	0.0156%
PA-C1075	134.5	0.0156%	PA-C2095	134.5	0.0156%
PA-C1076	141.33	0.0156%	PA-2145	153	0.0175%
PA-C1077	134.5	0.0156%	PA-3001	150	0.0175%
PA-C1078	134.5	0.0156%	PA-3002	153	0.0175%
PA-C1079	141.33	0.0156%	PA-3003	151.5	0.0175%
PA-C1080	134.5	0.0156%	PA-3004	151.5	0.0175%
PA-1114	153	0.0175%	PA-3005	151.5	0.0175%
PA-1115	151.5	0.0175%	PA-3006	151.5	0.0175%
PA-1116	151.5	0.0175%	PA-3007	153	0.0175%
PA-1117	153	0.0175%	PA-3008	151.5	0.0175%
PA-1118	151.5	0.0175%	PA-C3044	134.5	0.0156%
PA-1119	151.5	0.0175%	PA-C3045	141.33	0.0156%
PA-1120	153	0.0175%	PA-3046	153	0.0175%
PA-1121	151.5	0.0175%	PA-C3047	134.5	0.0156%
PA-1122	151.5	0.0175%	PA-3048	153	0.0175%
PA-1123	150	0.0175%	PA-3049	151.5	0.0175%
PA-1124	153	0.0175%	PA-3050	151.5	0.0175%
PA-2001	150	0.0175%	PA-3051	153	0.0175%
PA-2002	153	0.0175%	PA-3052	151.5	0.0175%
PA-2003	151.5	0.0175%	PA-C3053	134.5	0.0156%
PA-2004	151.5	0.0175%	PA-C3094	134.5	0.0156%
PA-2005	151.5	0.0175%	PA-C3100	134.5	0.0156%
PA-2006	151.5	0.0175%	PA-4001	150	0.0175%
PA-2007	153	0.0175%	PA-4002	153	0.0175%
PA-2008	151.5	0.0175%	PA-4003	151.5	0.0175%
PA-2046	153	0.0175%	PA-4004	151.5	0.0175%
PA-C2086	134.5	0.0156%	PA-4005	151.5	0.0175%
PA-C2087	141.33	0.0156%	PA-4006	151.5	0.0175%
PA-C2088	141.33	0.0156%	PA-4007	153	0.0175%
PA-C2089	141.33	0.0156%	PA-4008	151.5	0.0175%
PA-2090	153	0.0175%	PA-C4045	141.33	0.0156%
PA-2091	153	0.0175%	PA-4046	153	0.0175%
PA-C2092	134.5	0.0156%	PA-C4047	134.5	0.0156%
PA-C2093	134.5	0.0156%	PA-4048	153	0.0175%

EXHIBIT "A"

Page 30 of 38

**PHASE II
PARKING APARTMENTS (Continued):**

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
PA-4049	151.5	0.0175%
PA-4050	151.5	0.0175%
PA-4051	153	0.0175%
PA-4052	151.5	0.0175%
PA-C4053	134.5	0.0156%
PA-C4094	134.5	0.0156%
PA-C4100	134.5	0.0156%
PA-C5044	134.5	0.0156%
PA-C5045	141.33	0.0156%
PA-5046	153	0.0175%
PA-5047	151.5	0.0175%
PA-5048	153	0.0175%
PA-5049	151.5	0.0175%
PA-5050	151.5	0.0175%
PA-5051	153	0.0175%
PA-5052	151.5	0.0175%
PA-C5053	134.5	0.0156%
PA-5077	153	0.0175%

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**PHASE I
STORAGE APARTMENTS:**

Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest	Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
S113	277	0.0284%	S229	130	0.0229%
S114	152	0.0229%	S230	176	0.0229%
S115	103	0.0229%	S231	102	0.0229%
S117	111	0.0229%	S232	161	0.0229%
S118	104	0.0229%	S233	143	0.0229%
S125	172	0.0229%	S234	95	0.0115%
S126	145	0.0229%	S236	164	0.0229%
S127	204	0.0284%	S303	142	0.0229%
S128	147	0.0229%	S305	160	0.0229%
S129	89	0.0115%	S306	128	0.0229%
S130	136	0.0229%	S307	158	0.0229%
S131	86	0.0115%	S308	138	0.0229%
S132	127	0.0229%	S309	83	0.0115%
S135	97	0.0115%	S311	82	0.0115%
S136	177	0.0229%	S312	108	0.0229%
S203	95	0.0115%	S313	121	0.0229%
S204	143	0.0229%	S317	118	0.0229%
S205	161	0.0229%	S318	87	0.0115%
S206	103	0.0229%	S319	92	0.0115%
S207	176	0.0229%	S320	81	0.0115%
S208	130	0.0229%	S321	82	0.0115%
S209	126	0.0229%	S322	110	0.0229%
S211	108	0.0229%	S323	104	0.0229%
S212	121	0.0229%	S324	96	0.0115%
S214	118	0.0229%	S325	95	0.0115%
S216	88	0.0115%	S326	95	0.0115%
S217	92	0.0115%	S327	95	0.0115%
S218	81	0.0115%	S328	95	0.0115%
S219	82	0.0115%	S329	92	0.0115%
S221	146	0.0229%	S330	107	0.0229%
S222	109	0.0229%	S331	101	0.0229%
S224	175	0.0229%	S332	157	0.0229%
S225	143	0.0229%	S333	115	0.0229%
S226	146	0.0229%	S335	136	0.0229%
S227	124	0.0229%	S336	172	0.0229%
S228	136	0.0229%	S337	166	0.0229%

EXHIBIT "A"

Page 32 of 38

**PHASE I
STORAGE APARTMENTS (Continued):**

Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest	Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
S338	177	0.0229%	S428	87	0.0115%
S339	109	0.0229%	S429	87	0.0115%
S340	126	0.0229%	S430	87	0.0115%
S342	133	0.0229%	S431	177	0.0229%
S343	128	0.0229%	S433	131	0.0229%
S344	160	0.0229%	S435	170	0.0229%
S346	154	0.0229%	S436	114	0.0229%
S347	96	0.0115%	S437	92	0.0115%
S348	90	0.0115%	S438	80	0.0115%
S349	92	0.0115%	S439	176	0.0229%
S350	92	0.0115%	S440	130	0.0229%
S351	90	0.0115%	S441	139	0.0229%
S352	96	0.0115%	S442	133	0.0229%
S403	118	0.0229%	S443	128	0.0229%
S404	174	0.0229%	S444	160	0.0229%
S405	127	0.0229%	S446	154	0.0229%
S406	160	0.0229%	S448	96	0.0115%
S407	176	0.0229%	S449	90	0.0115%
S408	130	0.0229%	S450	92	0.0115%
S409	130	0.0229%	S451	92	0.0115%
S411	108	0.0229%	S452	90	0.0115%
S412	121	0.0229%	S453	96	0.0115%
S414	118	0.0229%	S503	118	0.0229%
S416	88	0.0115%	S504	174	0.0229%
S417	92	0.0115%	S505	127	0.0229%
S418	81	0.0115%	S506	160	0.0229%
S419	82	0.0115%	S507	176	0.0229%
S420	110	0.0229%	S508	130	0.0229%
S421	104	0.0229%	S509	130	0.0229%
S422	96	0.0115%	S511	108	0.0229%
S423	95	0.0115%	S512	121	0.0229%
S424	95	0.0115%	S514	118	0.0229%
S425	95	0.0115%	S516	88	0.0115%
S426	95	0.0115%	S517	92	0.0115%
S427	92	0.0115%	S518	81	0.0115%

**PHASE I
STORAGE APARTMENTS (Continued):**

Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
S519	82	0.0115%
S520	110	0.0229%
S521	104	0.0229%
S522	96	0.0115%
S523	95	0.0115%
S524	95	0.0115%
S525	95	0.0115%
S526	95	0.0115%
S527	92	0.0115%
S528	87	0.0115%
S529	87	0.0115%
S530	87	0.0115%
S531	177	0.0229%
S533	131	0.0229%
S535	170	0.0229%
S536	114	0.0229%
S537	92	0.0115%
S538	80	0.0115%
S539	176	0.0229%
S540	130	0.0229%
S541	139	0.0229%
S542	133	0.0229%
S543	128	0.0229%
S544	160	0.0229%
S546	154	0.0229%
S548	96	0.0115%
S549	90	0.0115%
S550	92	0.0115%
S551	92	0.0115%
S552	90	0.0115%
S553	96	0.0115%

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**PHASE II
STORAGE APARTMENTS:**

Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest	Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
S107	274	0.0284%	S215	82	0.0115%
S108	191	0.0229%	S216	82	0.0115%
S109	198	0.0229%	S217	125	0.0229%
S110	133	0.0229%	S218	134	0.0229%
S112	125	0.0229%	S219	72	0.0115%
S113	140	0.0229%	S220	128	0.0229%
S114	203	0.0284%	S221	86	0.0115%
S115	248	0.0284%	S223	203	0.0284%
S116	120	0.0229%	S225	101	0.0229%
S117	120	0.0229%	S226	85	0.0115%
S118	110	0.0229%	S227	85	0.0115%
S127	164	0.0229%	S228	101	0.0229%
S128	116	0.0229%	S229	95	0.0115%
S131	137	0.0229%	S230	267	0.0284%
S132	224	0.0284%	S232	154	0.0229%
S133	118	0.0229%	S233	77	0.0115%
S137	132	0.0229%	S234	92	0.0115%
S138	117	0.0229%	S235	113	0.0229%
S139	102	0.0229%	S236	85	0.0115%
S140	102	0.0229%	S237	138	0.0229%
S143	206	0.0284%	S238	324	0.0284%
S146	100	0.0115%	S302	89	0.0115%
S147	124	0.0229%	S304	152	0.0229%
S148	88	0.0115%	S305	191	0.0229%
S149	111	0.0229%	S306	222	0.0284%
S150	113	0.0229%	S307	191	0.0229%
S204	182	0.0229%	S308	98	0.0115%
S205	168	0.0229%	S309	152	0.0229%
S206	174	0.0229%	S310	195	0.0229%
S207	144	0.0229%	S311	174	0.0229%
S208	111	0.0229%	S312	144	0.0229%
S210	86	0.0229%	S313	111	0.0229%
S211	100	0.0115%	S314	94	0.0115%
S212	89	0.0115%	S316	159	0.0229%
S213	99	0.0115%	S317	168	0.0229%
S214	82	0.0115%	S318	143	0.0229%

EXHIBIT "A"

Page 35 of 38

**PHASE II
STORAGE APARTMENTS (Continued):**

Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest	Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
S319	165	0.0229%	S429	103	0.0229%
S320	112	0.0229%	S430	131	0.0229%
S321	101	0.0229%	S431	144	0.0229%
S325	98	0.0115%	S432	104	0.0229%
S326	214	0.0284%	S433	124	0.0229%
S327	139	0.0229%	S434	131	0.0229%
S328	139	0.0229%	S435	132	0.0229%
S329	103	0.0229%	S436	131	0.0229%
S330	131	0.0229%	S502	89	0.0115%
S331	144	0.0229%	S504	152	0.0229%
S332	104	0.0229%	S505	191	0.0229%
S333	124	0.0229%	S506	222	0.0284%
S334	131	0.0229%	S508	161	0.0229%
S335	132	0.0229%	S509	150	0.0229%
S336	131	0.0229%	S510	195	0.0229%
S402	89	0.0115%	S511	174	0.0229%
S404	152	0.0229%	S512	144	0.0229%
S405	191	0.0229%	S513	111	0.0229%
S406	222	0.0284%	S514	94	0.0115%
S407	191	0.0229%	S516	159	0.0229%
S408	98	0.0115%	S517	168	0.0229%
S409	152	0.0229%	S518	143	0.0229%
S410	195	0.0229%	S519	165	0.0229%
S411	174	0.0229%	S520	85	0.0115%
S412	144	0.0229%	S521	83	0.0115%
S413	111	0.0229%	S527	287	0.0218%
S414	94	0.0115%	S528	139	0.0229%
S416	159	0.0229%	S529	139	0.0229%
S417	168	0.0229%	S530	103	0.0229%
S418	143	0.0229%	S531	131	0.0229%
S419	165	0.0229%	S532	144	0.0229%
S420	112	0.0229%	S533	104	0.0229%
S421	101	0.0229%	S534	124	0.0229%
S426	287	0.0284%	S535	131	0.0229%
S427	139	0.0229%	S536	132	0.0229%
S428	139	0.0229%	S537	131	0.0229%

****APARTMENT AREAS**

The areas for the Residential Apartments reported above are “net living areas” measured in accordance with paragraph 3.2 of the Declaration. The areas for the Parking Apartments reported above are “net floor areas” measured in accordance with paragraph 3.3 of the Declaration. The areas for the Storage Apartments reported above are “net floor areas” measured in accordance with paragraph 3.4 of the Declaration.

COMMON INTERESTS

The common interest for each Apartment was determined by dividing the Apartment’s approximate net living (or floor) area by the approximate aggregate net living (and floor) area of all of the Apartments, and converting the resulting fraction into a percentage. For purposes of computing common interests, all compact sized Parking Apartments were considered to have the same approximate net floor area and were assigned a common interest of 0.0156%, and all regular and handicap sized Parking Apartments were considered to have the same approximate net floor area and were assigned a common interest of 0.0175%, even though the actual net floor areas of the various Parking Apartments differ. Also, for purposes of computing common interests, the Storage Apartments were placed into three categories depending on their net floor areas. All Storage Apartments with net floor areas of 100 square feet or less were assigned a common interest of 0.0115%, all Storage Apartments with net floor areas of 101 to 200 square feet were assigned a common interest of 0.0229%, and all Storage Apartments with net floor areas of 201 square feet or more were assigned a common interest of 0.0284%, except for Storage Apartment S527, which was assigned a common interest of 0.0218%.

The aggregate common interest appurtenant to all of the Residential Apartments equals 87.6576%. The aggregate common interest appurtenant to all of the Parking Apartments equals 6.0961%. The aggregate common interest appurtenant to all of the Storage Apartments equals 6.2463%. The aggregate common interest appurtenant to all of the Apartments equals 100%.

PARKING APARTMENTS

All Parking Apartments are covered. Parking Apartments whose numbers are preceded by “C” are compact stalls. Parking Apartments whose numbers include an “H” are handicap stalls. All other Parking Apartments are regular sized.

LIMITED COMMON ELEMENT PARKING STALLS

All assigned limited common element parking stalls are covered. Assigned parking stalls whose numbers are preceded by “C” are compact stalls. Assigned parking stalls whose numbers begin with an “H” are handicap stalls. All other assigned parking stalls are regular

sized. Apartment Owners may transfer assigned limited common element parking stalls pursuant to the Declaration, provided that each Residential Apartment shall always have at least one (1) parking stall as an appurtenant limited common element. Under certain circumstances described in paragraph 9.2 of the Declaration, the Owner of an Apartment to which a handicap parking stall is assigned may be required to transfer such stall to another Apartment in exchange for a non-handicap stall.

*****NOTE RE: RESIDENTIAL APARTMENT I-602**

In addition to the parking stalls shown in the chart above as assigned to Residential Apartment I-602, this Apartment also is initially assigned the following limited common element handicap stalls: I-H2063, I-H2179, I-H2180, I-H3063, I-H3186, I-H3187, I-H4063, I-H4186, I-H4187, I-H5045, I-H5168, I-H5169, II-H1042, II-H1043, II-H2044, II-H2045, II-H3098, II-H3099, II-H4098, II-H4099, II-H5080 and II-H5081.

GUEST PARKING AND LOADING STALLS

In addition to the assigned limited common element parking stalls, the Project contains fourteen (14) uncovered street-level guest parking stalls in Phase I, numbered 1HG001 (which is a handicap guest stall), 1G002, 1G003, 1G004, 1G005, 1G006, 1G007, 1G008, 1G009, 1G010, 1G011, 1G012, 1G013 and 1G014, and sixteen (16) uncovered street-level guest parking stalls in Phase II, numbered 2HG001 (which is a handicap guest stall), 2G002, 2G003, 2G004, 2G005, 2G006, 2G007, 2G008, 2G009, 2G010, 2G011, 2G012, 2G013, 2G014, 2G015 and 2G016. The Project also contains three (3) loading stalls on Level 1 of the Phase I Parking structure, numbered L101, L102 and L103, and three (3) loading stalls on Level 1 of the Phase II Parking structure, numbered L104, L105 and L106.

EXHIBIT "A"

BOUNDARIES OF APARTMENTS

Each Residential Apartment shall be deemed to include: (i) all the walls and partitions which are not load-bearing within its perimeter walls, (ii) the interior decorated or finished surfaces of all walls, floors and ceilings, including floor coverings, (iii) any doors and door frames, windows or panels along the perimeters, window frames, (iv) all fixtures originally installed therein, and (v) the decorated or finished surface of the floor, walls (if any) and ceiling of the lanai(s) appurtenant to the Apartment, the railing (if any) of such lanai(s) and the lanai air space. The Residential Apartments shall not be deemed to include: (a) the undecorated or unfinished surfaces of the perimeter walls, the interior load-bearing walls, or the party walls, (b) the undecorated or unfinished surfaces of the floors and ceilings surrounding each Residential Apartment, and (c) any pipes, shafts, wires, conduits or other utility or services lines running through such Apartment which are utilized for or serve more than one Apartment, the same being deemed common elements as provided in the Declaration.

Each Parking Apartment shall be deemed to include a rectangular floor surface area of between 132.33 and 153 square feet (as shown on Exhibit "A" attached to this Public Report) bounded on the ends and sides by marked parallel lines (or, in some cases, by a wall or other permanent monument boundary), as shown on the Condominium Map. Each Parking Apartment shall include the airspace enclosed by imaginary vertical planes extending upward from each of the floor surface boundary lines (or other permanent monument boundaries) to a height of eight (8) feet, or to one inch below the surface of the ceiling (if any) immediately above the Parking Apartment, whichever is lower. The Parking Apartments shall not be deemed to include the underlying slab except for its surface, nor any part of the ceiling (if any) immediately above said Parking Apartments, nor any pipes, conduits, wires, or other mechanical installations penetrating the Parking Apartments' air space.

Each Storage Apartment shall be deemed to include: (i) all the walls and partitions which are not load-bearing within its perimeter walls, (ii) the interior decorated or finished surfaces of all walls, floors and ceilings, (iii) any doors and door frames in the perimeter walls, and (iv) all fixtures originally installed therein. The Storage Apartments shall not be deemed to include: (a) the undecorated or unfinished surfaces of the perimeter walls, the interior load-bearing walls, or the party walls, (b) the undecorated or unfinished surfaces of the floors and ceilings surrounding each Storage Apartment, and (c) any pipes, shafts, wires, conduits or other utility or services lines running through such Storage Apartment which are utilized for or serve more than one Apartment, the same being deemed common elements as provided in the Declaration.

Should the descriptions and divisions set forth in the Declaration conflict with the depictions and divisions shown on the Condominium Map, the Condominium Map shall control. The Condominium Map, however, is intended to show only the layout, location, Apartment numbers and dimensions of the Apartments and elevations of the buildings and is not intended and shall not be deemed to contain or make any other representation or warranty.

EXHIBIT "B"

Page 1 of 2

The approximate areas of the Residential Apartments set forth in Exhibit "A" attached to this Public Report are "net living areas" based on measurements taken from the interior surfaces of all perimeter walls, except that no reduction is made to account for interior walls, ducts, vents, shafts, and the like located within the perimeter walls. The areas of the Residential Apartments set forth in Exhibit "A" are not exact but are approximations based on the floor plans of each type of Residential Apartment. The measurements of the Residential Apartments set forth in Exhibit "A" may not follow the designation of the limits of the Residential Apartments (the legally designated areas of the Residential Apartments) set forth above and in the Declaration, and the net living areas set forth in Exhibit "A" may be greater than the floor areas of the Residential Apartments as so designated and described above and in the Declaration.

The approximate areas of the Parking Apartments set forth in Exhibit "A" attached to this Public Report are "net floor areas" based on measurements taken from the floor surface boundaries of the Parking Apartments as described above and in paragraph 3.7 of the Declaration.

The approximate areas of the Storage Apartments set forth in Exhibit "A" attached to this Public Report are "net floor areas" based on measurements taken from the interior surfaces of all perimeter walls, except that no reduction is made to account for interior walls, ducts, vents, shafts, and the like located within the perimeter walls. The areas of the Storage Apartments set forth in Exhibit "A" are not exact but are approximations based on the floor plans of each Storage Apartment. The measurements of the Storage Apartments set forth in Exhibit "A" may not follow the designation of the limits of the Storage Apartments (the legally designated areas of the Storage Apartments) set forth above and in the Declaration and the net living areas set forth in Exhibit "A" may be greater than the floor areas of the Storage Apartments as so designated and described above and in the Declaration.

PERMITTED ALTERATIONS

Subject to the provisions of the Declaration, Chapter 514A of the Hawaii Revised Statutes (the "Act") and applicable zoning, and except as otherwise provided in the Bylaws, no Owner of an Apartment shall, without the prior written approval of the Board of Directors of the Association (the "Board") and, make any structural alterations in or additions to his Apartment or make any alterations in or additions to the exterior of his Apartment (including painting, installing or altering awnings, jalousies and screens) or to the common elements.

Except as otherwise provided in the Declaration or Bylaws, an Owner may make non-structural alterations and additions solely within his Apartment, or solely within a limited common element appurtenant to and for the exclusive use of his Apartment, at the Owner's sole cost and expense, provided that such alterations or additions do not affect any other Apartment or other common elements or change the exterior or appearance of the Project, and provided, further, that any building permit required for such alterations or additions is first duly obtained and filed with the Board and the proposed alteration or addition will not adversely affect the Project's insurance rating or premiums.

No Apartment Owner shall, without the prior written approval of the Board, install any wiring for electrical or telephone installations, television antenna, machines or air-conditioning units, or other equipment, fixtures, appliances or appurtenances whatsoever on the exterior of the Building or protruding through the walls, windows or roofs thereof.

No Apartment Owner shall, without the prior written approval of the Board, make any structural modifications, changes, additions or alterations to the Apartment's lanai or add any awnings, sunscreens, louvers, exhaust vents, wind baffles, drain, door, window, panel or otherwise partially or wholly enclose the lanai. The Board may withhold its approval based upon the terms of the Declaration, the effect such proposed modifications, changes, additions or alterations may have on the appearance of the lanai and the Building, and based upon considerations of applicable zoning restrictions and requirements and the terms of any permits or authorizations pursuant to which the Project has been designed and constructed and any declarations of covenants or restrictions now or hereafter recorded against the Project in accordance with the requirements of such permits or authorizations.

The Project has been designed with floor to ceiling glass walls to provide access to the views surrounding the Project. Hawaii enjoys a tropical climate with an abundance of sunshine year round, and the effect of the sun on the environment inside of the Apartments will depend, in part, on the season, the time of the day and which direction an Apartment faces. The Project's building systems have been designed to provide reasonable comfort year round, no matter where an Apartment is located. However, at certain times, drapes, curtains or other acceptable interior window coverings may be needed to provide maximum comfort from the effects of direct sunlight on the Apartments. Window coverings are not provided with the Apartments. However, Apartment Owners may purchase and install window coverings, provided that they include a backing of an off-white color and are of a type and general appearance approved by the Board. Owners may not, without the prior written approval of the Board, apply any substance,

EXHIBIT "C"

Page 1 of 3

material or process to the exterior or interior surfaces of the Apartment's windows that may alter the exterior color, appearance or reflectivity of the windows.

To minimize ambient noise at the Project, and for the comfort and enjoyment of all Owners, an Apartment Owner who wishes to change the floor covering on any floor areas within the Apartment must first provide written evidence to the Board that the new floor covering will have underlying sound absorbent material capable of mitigating sound transmission with a minimum Impact Isolation Class rating of IIC-50 or such other rating as the Board shall have determined is required to prevent unreasonable sound transmission through the type of flooring that will be installed. The Board shall have the right to require that any new floor covering installed without the Board's prior written approval shall be removed at the Apartment Owner's expense.

The Owners of any two or more contiguous Parking Apartments shall have the right to repaint and reconfigure the floor surface lines designating the boundaries between such Parking Apartments (but not the lines designating the end boundaries or other exterior boundaries of such Apartments) provided, however, that no such repainting or reconfiguring shall alter or in any way change the actual boundaries of such Parking Apartments as described in the Declaration and shown on the Condominium Map, nor shall such repainting or reconfiguration reduce the number of parking stalls available for the use of the Adjacent Land below the minimum required to be available for the use of the Adjacent Land under applicable zoning.

The Owner of any two or more adjacent Apartments separated by a common element wall may alter or remove all or portions of such wall if the structural integrity of the Building is not thereby affected and if the finish of the remaining common element(s) is restored to a condition substantially comparable to that of the common element prior to such alterations. Such alteration shall require only the written approval of the Board, including the Board's approval of the Owner's plans for such alteration, together with the approval of the holders of first mortgages on all Apartments affected by such alteration, and the approval of the appropriate agencies of the State of Hawaii and/or the City and County of Honolulu if such agencies so require. The Board's approval may be conditioned upon the Board having first received a certified written statement of a registered Hawaii architect or engineer that the proposed alterations shall not adversely affect the structural integrity of any part of the Project or jeopardize the soundness or safety of the Project in any way. Such alteration may be undertaken without an amendment to the Bylaws or to the Declaration or the filing of a complete set of floor plans of the Project as so altered. If, in the reasonable judgment of the Board, the alterations or additions are substantial in nature, the Board may require that the Owner of the Apartments affected provide evidence satisfactory to the Board of sufficient financing to complete such alterations or additions or, in lieu thereof, require that the Owner obtain a performance and lien payment bond, naming as obligees the Board, the Association and all Apartment Owners and their mortgagees of record, as their interests may appear, for a penal sum of not less than one hundred percent (100%) of the estimated cost of such construction. Prior to the termination of the common ownership of any such adjacent Apartments, the Owner of such Apartments shall be obligated to restore the intervening wall between the Apartments to substantially the same condition in which the wall existed prior to its alteration or removal.

EXHIBIT "C"

Page 2 of 3

Notwithstanding anything to the contrary contained in the Bylaws, the Declaration or the Rules and Regulations, Owners with disabilities shall be permitted to make reasonable modifications to their Apartments and/or common elements, at their expense (including the cost of obtaining any bonds required by the Declaration, the Bylaws or the Act), if such modifications are necessary to enable them to use and enjoy their Apartments and/or the common elements, as the case may be, provided that any Owner with a disability desiring to make such modifications shall make such request, in writing, to the Board of Directors. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modifications. The Board of Directors shall not unreasonably withhold or delay their consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof, or within forty-five (45) days of the Board's receipt of additional information reasonably required in order to consider such request, whichever shall last occur.

Article VIII of the Bylaws contains additional information regarding alterations to the Apartments, the common elements and the limited common elements.

COMMON ELEMENTS

The common elements consist of all portions of the Project other than the Apartments, including specifically, but not limited to:

- (a) The land of the Project (the "Land"), in fee simple, and any easements appurtenant thereto;
- (b) The limited common elements described in paragraph 5 of the Declaration;
- (c) All foundations, columns, girders, beams, supports, perimeter walls, load-bearing walls, roofs, stairs and stairways, elevator cars, shafts, doors and related equipment, pumps, ducts, pipes, wires, conduits, or other utility or service lines located outside of the Apartments and which are utilized for or serve more than one Apartment, and generally all equipment, apparatus, installations and personal property existing for common use in any part of the Buildings or located on the Land;
- (d) All pipes, wires, ducts, conduits or other utility or service lines running through an Apartment which are utilized by or serve more than one Apartment;
- (e) All recreational facilities and other amenities of the Project, including, but not limited to, the swimming pool, picnic/barbeque areas and jogging paths located on the sixth level recreation deck of the Phase I Parking structure, the tennis courts, putting green, golf driving range and jogging path located on the sixth level recreation deck of the Phase II Parking structure, the recreation room and fitness center located on the sixth floor of the Phase I Apartment Tower, and the recreation room and fitness center located on the sixth floor of the Phase II Apartment Tower, all as more particularly shown on the Condominium Map;
- (f) All lobbies, elevators, driveways and other common ways, all covered and uncovered parking and loading spaces (excluding, however, the Parking Apartments), all storage areas not located within an Apartment (excluding, however, the Storage Apartments), all landscaping, courtyards, fences, gates, retaining walls, mailboxes, trash areas, utility and maintenance rooms and facilities, accessory equipment areas, including electrical and mechanical rooms or facilities located on the Land or within the Buildings and serving more than one Apartment;
- (g) All other improvements on the Land that are not part of any Apartment.

LIMITED COMMON ELEMENTS

The limited common elements set aside and reserved for the exclusive use of the Apartments to which they are assigned are as follows:

(a) Each Apartment shall have appurtenant thereto as limited common elements all pipes, wires, ducts, conduits or other utility or service lines located within or running through the Apartment and utilized by or serving only that Apartment.

(b) Each Residential Apartment shall have appurtenant thereto as a limited common element the parking stall(s) designated as appurtenant to the Apartment on Exhibit "A" attached hereto and on Exhibit "C" attached to the Declaration.

(c) Each Residential Apartment shall have appurtenant thereto as a limited common element the mailbox designated with the Apartment's number and located in the ground floor mail area of the Building in which the Apartment is located.

(d) The Residential Apartments, as a group, shall have appurtenant thereto as limited common elements all recreational amenities and facilities located on the sixth level recreation deck of the Phase I Parking Structure and the Phase II Parking Structure, including (but not limited to) the swimming pool, picnic/barbeque areas, jogging paths, tennis courts, putting green and golf driving range located thereon.

(e) The Phase I Residential Apartments, as a group, shall have appurtenant thereto as limited common elements all parts of the Phase I Apartment Tower that are not part of any Apartment, from (and including) the sixth floor through (and including) the roof of the Phase I Apartment Tower.

(f) The Phase II Residential Apartments, as a group, shall have appurtenant thereto as limited common elements all parts of the Phase II Apartment Tower that are not part of any Apartment, from (and including) the sixth floor through (and including) the roof of the Phase I Apartment Tower.

(g) Any other common element of the Project that is rationally related to a single Apartment shall be deemed a limited common element appurtenant to and for the exclusive use of that Apartment, it being the intent of this paragraph 5 to apportion rights to use and obligations to repair and maintain all common elements as equitably as reasonably possible among the various Apartments.

EXHIBIT "E"

Page 1 of 1

ENCUMBRANCES AGAINST TITLE

That certain Preliminary Report dated **October 29, 2009**, issued by Title Guaranty of Hawaii, Inc., discloses that the land of the Project is subject to the following encumbrances:

1. The terms and provisions contained in the following:

INSTRUMENT : PLANNED DEVELOPMENT AGREEMENT

DATED : August 4, 2004
FILED : Land Court Document No. 3158883
PARTIES : HAWAII COMMUNITY DEVELOPMENT
AUTHORITY, a body corporate and a public
instrumentality of the State of Hawaii, K.C.
RAINBOW DEVELOPMENT CO. LLC, a Hawaii
limited liability company, and EVERSHINE X, a
California limited partnership

2. The terms and provisions contained in the following:

INSTRUMENT : (UNRECORDED) LETTER OF COMPLETION
PURSUANT TO THE VOLUNTARY RESPONSE
PROGRAM AGREEMENT DATED JUNE 25,
1998 BETWEEN EVERSHINE X AND HAWAII
DEPARTMENT OF HEALTH

DATED : August 18, 2004
PARTIES : EVERSHINE X and HAWAII DEPARTMENT OF
HEALTH

Said above Letter was shown in Notice of Letter of Completion by
instrument dated September 28, 2004, recorded as Document No.
2004-208230. (Not noted on Transfer Certificate(s) of Title referred to
herein)

3. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM
PROPERTY REGIME FOR "MOANA PACIFIC"
CONDOMINIUM PROJECT

DATED : March 28, 2005
FILED : Land Court Document No. 3247517

MAP : 1706 and any amendments thereto

Said Declaration was amended by instrument dated May 13, 2005, filed as Land Court Document No. 3268920.

Said Declaration was further amended by instruments dated December 16, 2005, filed as Land Court Document No. 3368576, dated January 8, 2007, filed as Land Court Document No. 3537655, dated June 17, 2008, filed as Land Court Document No. 3759670, and dated May 11, 2009, filed as Land Court Document No. 3859153.

The foregoing includes, but is not limited to, matters relating to repurchase rights as set forth in Paragraph 24 thereof (or any renumbered paragraph pursuant to amendment).

4. The terms and provisions contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF
APARTMENT OWNERS

DATED : March 28, 2005
FILED : Land Court Document No. 3247518

Said By-Laws were amended by instruments dated December 16, 2005, filed as Land Court Document No. 3368576, and dated January 8, 2007, filed as Land Court Document No. 3537656.

5. -AS TO LOT 917 ONLY:-

- (A) Designation of Easement "E" for utility purposes, as shown on Map 133, as set forth by Land Court Order No. 162891, filed August 29, 2005.
- (B) DESIGNATION OF ACCESS RIGHTS in favor of HAWAIIAN ELECTRIC COMPANY, INC., as shown on Map 133, as set forth by Land Court Order No. 167501, filed September 7, 2006, as amended by Land Court Order No. 169263, filed January 31, 2007.

6. -AS TO LOTS 917 AND 918 ONLY:-

- (A) Restriction of Vehicular Access Rights as shown on Map 133, as set forth by Land Court Order No. 162891, filed August 29, 2005.
- (B) GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC. and HAWAIIAN TELCOM, INC., dated April 28, 2006, filed as Land Court Document No. 3424642; granting a perpetual right and easement for utility purposes.

7. -AS TO LOT 918 ONLY:-

- (A) Designation of Easement "F" for access and utility purposes, as shown on Map 133, as set forth by Land Court Order No. 162891, filed August 29, 2005.
- (B) Designation of Easement "G" for sanitary sewer purposes, as shown on Map 133, as set forth by Land Court Order No. 162891, filed August 29, 2005.
- (C) Designation of Easement "H" for sanitary sewer purposes, as shown on Map 133, as set forth by Land Court Order No. 162891, filed August 29, 2005.
- (D) Designation of Easement "J" for utility purposes, as shown on Map 133, as set forth by Land Court Order No. 162891, filed August 29, 2005.
- (E) Designation of Easement "K" for utility purposes, as shown on Map 133, as set forth by Land Court Order No. 162891, filed August 29, 2005.
- (F) Designation of Easement "L" for utility purposes, as shown on Map 133, as set forth by Land Court Order No. 162891, filed August 29, 2005.

- (G) Designation of Easement "M" for utility purposes, as shown on Map 133, as set forth by Land Court Order No. 162891, filed August 29, 2005.
- (H) Designation of Easement "N" for utility purposes, as shown on Map 133, as set forth by Land Court Order No. 162891, filed August 29, 2005.
- (I) Designation of Easement "V" for water line purposes, as shown on Map 133, as set forth by Land Court Order No. 162891, filed August 29, 2005.
- (J) The terms and provisions contained in the following:

INSTRUMENT : (UNRECORDED) ENCROACHMENT
AND PARKING STRUCTURE
MODIFICATIONS AGREEMENT

DATED : July 11, 2006
PARTIES : HONOLULU DESIGN CENTER, LLC, a
Hawaii limited liability company, and KC
RAINBOW DEVELOPMENT CO. LLC

(Not noted on Transfer Certificate(s) of Title referred to herein)

GRANT of "Appurtenant Encroachment Easement" in favor of Lot 919, as set forth in Fourth Amendment of Moana Pacific Declaration of Condominium Property Regime and Amendment of Conominium Map dated May 11, 2009, filed as Land Court Document No. 3859153.

8. -AS TO APARTMENTS II-4405 AND II-4408:-

- (A) APPLICATION FOR MECHANIC'S AND MATERIALMAN'S LIEN dated September 12, 2008, filed as M. L. No. 08-1-0066 in the Circuit Court of the First Circuit, State of Hawaii; ARCHITECTS HAWAII LTD., "Lienor", vs. KC RAINBOW DEVELOPMENT CO. LLC, "Lienee"; Amount - \$528,515.00.

(B) Pending Civil No. 09-1-2162-09 filed in the Circuit Court of the First Circuit, State of Hawaii, on September 17, 2009, ARCHITECTS HAWAII LTD., a Hawaii corporation, "Lienor", vs. KC RAINBOW DEVELOPMENT CO. LLC, a Hawaii limited liability company, "Defendant"; re: to foreclose MECHANIC'S AND MATERIALMAN'S LIEN dated September 12, 2008, filed as M. L. No. 08-1-0066.

9. Real Property taxes as may be due and owing. Refer to the City and County of Honolulu Director of the Department of Budget and Fiscal Services for further information.

NOTE:

PRIOR TO CONVEYANCE OF AN APARTMENT TO A BUYER, THE DEVELOPER MAY OBTAIN CONSTRUCTION FINANCING FOR THE PROJECT AND GIVE A BLANKET MORTGAGE ON THE PROJECT'S LAND AS SECURITY. SECTION III.E ON PAGE 15 OF THE PUBLIC REPORT TO WHICH THIS EXHIBIT IS ATTACHED EXPLAINS MORE ABOUT A POSSIBLE BLANKET MORTGAGE ON THE LAND.

EXHIBIT G: RESERVED



Hawaiiana Management Company, Ltd.
 Pacific Park Plaza, Suite 700
 711 Kapiolani Boulevard
 Honolulu, Hawaii 96813
 Tel: (808) 593-9100
 Fax: (808) 593-6333
 Internet: www.hmcmt.com

October 27, 2009

Dear Unit Owners of Moana Pacific:

After review and revision, the Board of Directors approved an operating and reserve budget for 2010 which was prepared by Hawaiiana Management Co., Ltd., General Manager Robert Allman, and Building Engineer Michael McDonagh. Each month the Board of Directors work closely with Hawaiiana Management Co., Ltd. and the General Manager to analyze and review the operating and reserve needs of Moana Pacific. The key elements addressed in the 2010 budget are the substantial utility costs, day-to-day maintenance costs, in-house employee payroll, and the statutory reserve fund requirements.

Based on the estimates of the 2010 Operating and Reserve Budget, the Board of Directors unanimously voted not to increase monthly maintenance fees in 2010.

Below is a snapshot of the 2010 Operating and Reserve Budget.

EXPENSE	BUDGET	PERCENTAGE OF BUDGET
UTILITIES	\$2,503,048*	39.56%
PAYROLL/HEALTH/TAX/HOUSING	\$1,536,332	24.28%
CONTRACTS	\$413,004	6.53%
INSURANCE	\$434,400	6.87%
BUILDING MAINT	\$272,899	4.31%
MANAGEMENT FEE	\$126,864	2.00%
BUILDING ADMINISTRATION	\$105,200	1.66%
RESERVE EXPENSES	\$202,197	3.20%
LEGAL FEE/CONSULTING FEES	\$318,000	5.03%
CONTINGENCY	\$36,000	0.57%
INSURANCE RESERVE	\$144,000	2.28%
CONTRIBUTION TO RESERVES	\$233,181	3.69%
MISC	\$2,400	0.04%
TOTAL	\$6,327,525	100.00%
*actual cost of utilities is \$3,697,756. The amount shown is minus \$1,194,708 in budgeted electric reimbursement from sub-metering the individual units.		

Utilities

Common area electricity cost is the most significant expense of the Association, accounting for approximately 22% of the total 2010 budget while the total utilities (e.g. electricity water, sewer, cable, telephone, DSL) account for approximately 41% of the total budget.

The Board continues to work with energy conservation companies in an effort to seek ways to reduce energy consumption. The Board of Directors has created a line item in the 2010 reserve study setting aside \$87,000 for the implementation of alternatives that will be ultimately suggested by these companies.

The budgeted costs for other utilities reflect current contract obligations (TV cable, telephone, and Internet service) and City & County policy (sewer, water). The Board of Directors with the aid of Hawaiiana Management has re-negotiated a contract renewal with Hawaiian Telcom for continued telephone and internet service to individual units for the next three years. The budgeted contract amount in 2009 was \$49,635 per month to a reduced renewal cost of \$25,992 per month in 2010. This three year contract allows only a maximum increase of 4% in 2011 and 2012. This is a substantial savings to the AOA of at least \$850,000 over this three year period. The Board of Directors also negotiated a four month early start to this renewal contract which saved an additional \$94,000.

Payroll, Contract, and Maintenance Services

Recently the current vendor who provides common area cleaning for the building forwarded a letter to the General Manager stating that the cost of service will increase by \$100K in 2010. The General Manager then put this service out to bid to several cleaning companies who would be able to handle such a large Project. Ironically, all bids received were all around \$100K more than the current actual cost. This pending increase and the bids received were discussed in detail by the General Manager with the Board of Directors. The Board approved the General Manager's recommendation to terminate the contract with the outside vendors that provide the common area cleaning and the common area vacuuming/steam cleaning. At the direction of the General Manager, qualified "in-house" staff would be hired to accomplish these duties. The Board believes that this will result in a more responsive, knowledgeable, and dedicated level of professional service to the owners and residents. This course of action resulted in a reduction in the 2010 Contract line item and an increase in the Payroll line item. The overall cost of this change does not result in a significant impact to the 2010 budget.

Reserve Fund Requirement

The Board of Directors commissioned a professional reserve study which was conducted by Barrera & Associates (www.barreraco.com) and updated by Hawaiiana Management Company. This reserve study is a requirement of Hawaii Condominium Statute 514 and it has been made a part of the 2010 budget.

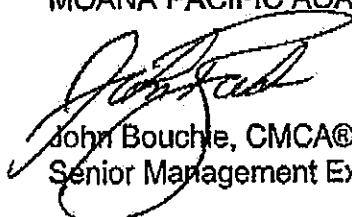
The Board of Directors has budgeted for the following capital expenses in 2010. The Board would like to point out that should an emergency expense arise and funding is needed elsewhere, one or more of these items may have to be rescheduled:

Expense	Budget
Energy Conservation	\$87,000
Asphalt -Reseal, Stripe & Repairs	\$32,000
Stamp Overlay on sidewalks	\$22,107
Carpeting - Halls & Elevator (Lobbies)	\$20,000
Golf nets/piping	\$12,000
Gas Utility Cart	\$12,000
Tennis Court Re-Surfacing	\$11,000
Pools & Spa - Resurface	\$8,000

If you currently use SurePay as your method of payment, deductions will continue in 2010. If you are not using our SurePay system for automatic payments, please consider it now. Utilizing SurePay is one way to keep the administrative costs down for your Association. Return the enclosed application to Hawaiiana Management Company, Ltd., prior to the 15th of the month and SurePay will be deducted from your account on the 10th of the following month and subsequent months until you elect to cancel this service.

If you have questions concerning the 2010 budget, please feel free to contact me at 593-6392 or by email at johnb@hmcmtg.com

Sincerely,
FOR THE BOARD OF DIRECTORS
MOANA PACIFIC AOA


John Bouchie, CMCA®, AMS®
Senior Management Executive

Moana Pacific

Calendar Year 2010 Operating Budget and Reserve Study

EXECUTIVE SUMMARY

Prepared By: John Bouchie and Hawaiiana Management Company, Ltd on September 1, 2009

Approved by Board of Directors on September 15, 2009

PRESENT RESERVE LEVELS

Projected 2009 Ending Reserve Balance	\$575,000
Required End of 2009 Balance to be 100% Funded	\$759,096
Projected End of Year 2009 Percent Funding	75.7%

2010 FULLY FUNDED MAINTENANCE FEES

Required End of Year 2010 Balance to be 100% Funded		\$820,547
Year 2010 Reserve Outlays		\$202,197
Year 2010 Reserve Contribution Required to be 100% Funded		\$447,744
Plus Projected Operating Expense		\$7,086,855
Less Other Income		\$1,224,408
Fully Funded Maintenance Fee Change/Amount	3.5%	\$6,310,190
Management Executive Recommendation	0.0%	\$6,095,628

BOARD APPROVED YEAR 2010 MAINTENANCE FEES

Operating Expenses		\$7,086,855
Less Other Income		\$1,224,408
Maintenance Fee Change/Amount	0.0%	\$6,095,628
Reserve Contribution		\$233,181
Projected Funding Level/Balance at the End of Year 2010	73.85%	\$605,984

2408

Moana Pacific

Board Approved 2010 Cash Flow Plan

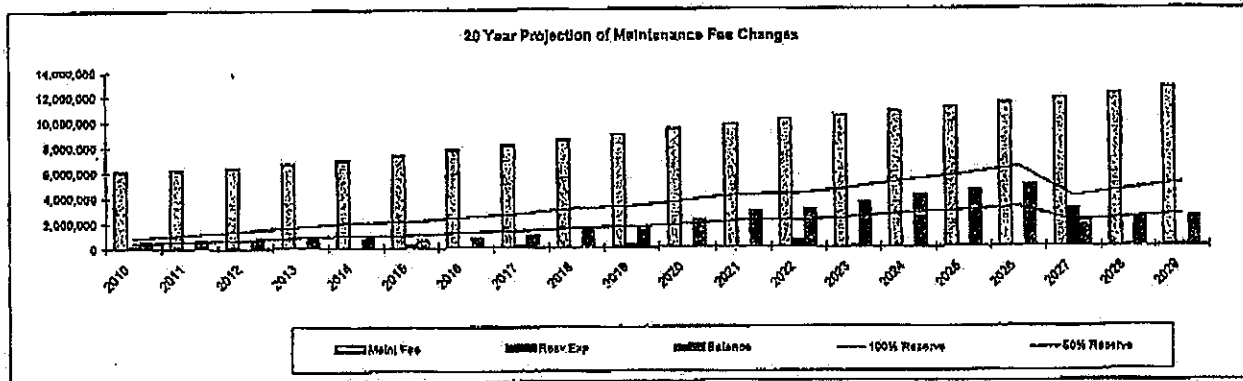
Prepared By: John Bouchie and Hawaiiana Management Company, Ltd

Maintenance Fee Plan to Accomplish All Known Improvements and Repairs For Next 20 Years

At the Beginning of Calendar Year 2010, Moana Pacific Will Be 75.7 Percent Funded.

Assumed Rate of Inflation: 3.5%

Assumed Savings Interest Rate: 1.5%



Contingency Reserve Fund

50

CY	Starting	-Reserve	-Loan	-Operating	+Maint.	+Other	+Interest	+Ending	% Maint. Fee	Net Reserve	Percent
Year	Balance	Expense	Payments	Expenses	Fees	Income	Income	Balance	Change	Contrib.	Funded
2010	575,000	202,197	0	7,086,855	6,095,628	1,224,408	605,984	605,984	0.00%	10,394	74%
2011	605,984	0	0	7,334,895	6,217,541	1,218,408	707,038	716,886	2.0%	101,958	85%
2012	716,886	0	0	7,591,616	6,341,891	1,218,408	685,570	10,518	2.0%	13,416	50%
2013	696,088	0	0	7,857,322	6,658,986	1,218,408	716,159	10,592	5.0%	39,072	42%
2014	726,751	0	0	8,132,329	6,991,935	1,218,408	804,766	11,486	5.0%	78,015	39%
2015	816,252	344,428	0	8,416,960	7,341,532	1,218,408	614,804	10,733	5.0%	120,383	30%
2016	625,537	40,713	0	8,711,554	7,708,609	1,218,408	800,287	10,694	5.0%	174,601	33%
2017	810,980	135,406	0	9,016,458	8,094,039	1,218,408	971,563	13,369	5.0%	160,831	37%
2018	984,932	27,258	0	9,332,034	8,498,741	1,218,408	1,342,789	17,458	5.0%	137,897	44%
2019	1,360,247	252,951	0	9,658,655	8,923,678	1,218,408	1,590,727	22,132	5.0%	216,180	49%
2020	1,612,859	16,060	0	9,996,708	9,369,862	1,218,408	2,188,360	28,509	5.0%	251,502	60%
2021	2,216,870	0	0	10,346,593	9,744,656	1,218,408	2,833,341	37,877	4.0%	258,622	68%
2022	2,871,217	516,795	0	10,708,724	10,134,443	1,218,408	2,998,549	44,023	4.0%	242,339	72%
2023	3,042,572	50,746	0	11,083,329	10,438,476	1,218,408	3,565,181	49,558	3.0%	222,603	77%
2024	3,614,739	0	0	11,471,453	10,751,630	1,218,408	4,113,325	57,960	3.0%	201,585	79%
2025	4,171,285	96,930	0	11,872,954	11,074,179	1,218,408	4,493,989	64,990	3.0%	182,703	79%
2026	4,558,978	35,894	0	12,288,507	11,406,405	1,218,408	4,859,390	70,638	3.0%	169,411	78%
2027	4,930,027	3,046,328	0	12,718,605	11,748,597	1,218,408	2,132,099	52,966	3.0%	152,928	56%
2028	2,185,065	61,521	0	13,163,756	12,101,055	1,218,408	2,279,251	33,482	3.0%	141,865	51%
2029	2,312,733	153,871	0	13,624,487	12,585,097	1,218,408	2,337,880	34,880	4.0%	123,346	48%

**Moana Pacific
Maintenance Fees for 2010**

<u>Unit No.</u>	<u>PCI</u>	<u>Maint Fee Amt</u>
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Phase I

00602	0.0010590	584.91
01507	0.0012780	705.87
00PH1	0.0008040	444.07
00PH2	0.0010590	584.91
00PH3	0.0028050	1549.25
00PH6	0.0025330	1399.03
00PH8	0.0028050	1549.25
00PH9	0.0010590	584.91

Phase II

03108	0.0013830	763.87
04405	0.0012670	699.80
04408	0.0013830	763.87
04503	0.0013830	763.87
04605	0.0025330	1399.82
04609	0.0010590	584.91
00PH1	0.0008040	444.07
00PH2	0.0010590	584.91
00PH3	0.0028050	1549.25

**Moana Pacific
Maintenance Fees for 2010**

<u>Unit No.</u>	<u>PCI</u>	<u>Maint Fee Amt</u>
00PH6	0.0025330	1399.03
00PH7	0.0012780	705.87
00PH8	0.0014830	819.08
00PH9	0.0010590	584.91

SUMMARY OF SALES CONTRACT AND ESCROW AGREEMENT

The Sales Contract provides for the sale of a condominium apartment (the “Apartment”) by the Developer to a Buyer. The Escrow Agreement provides how the funds paid by the Buyer under the Sales Contract to Escrow are to be held and released. Both the Sales Contract and Escrow Agreement contain many important provisions which are not set out here and should be carefully reviewed by every prospective Buyer.

The Sales Contract provides for the number, amount and timing of payments the Buyer is to make to Escrow. The Escrow Agreement provides that Escrow is to collect these payments and hold them in accounts with banks or savings institutions that are federally insured. The Sales Contract and Escrow Agreement provide who gets to keep interest that may be earned on the funds with Escrow. The Sales Contract may be cancelled by the Developer, among other reasons, if the Buyer is obtaining financing and fails to obtain a lender commitment within a certain time period specified in the Sales Contract, or if the Buyer is a cash buyer and fails to furnish satisfactory evidence of ability to pay within other time periods. In certain cases, the Buyer may be responsible for cancellation fees.

The Escrow Agreement provides for the closing or settlement of the sale. Escrow collects all payments and other amounts owed under the Sales Contract, including closing costs which are shared between the Developer and the Buyer as set forth in the Sales Contract.

The Sales Contract provides that the apartment and the Project have had the benefit of the general contractors’ standard one-year warranty against defective materials and construction, which has since expired and during the one year period, the contractor has endeavored to repair all “punch list” discrepancies. The apartment is being sold as is without warranties.

If the Buyer defaults under the Sales Contract, the Buyer may lose all of the deposits with Escrow and the Developer, at its option, may pursue other legal remedies. If the Developer defaults under the Sales Contract, the Buyer shall be entitled to specific performance of the Sales Contract, or shall have the right to cancel and terminate the Sales Contract.

If the Buyer cancels and terminates the Sales Contract because of the Developer’s default, the Developer shall repay to the Buyer all sums the Buyer has paid to the Developer or to Escrow under the Sales Contract, and the Buyer may pursue other legal or equitable remedies.

The Sales Contract confirms that the Buyer has had the opportunity to read and approve certain important legal documents for the Project, including the Declaration, Bylaws, and Rules and Regulations.

The Sales Contract provides that the Seller has the right to change the Project and the Project’s documents in certain ways all as more particularly disclosed in the Sales Contract and in Section II E of the Public Report to which this exhibit is attached.

EXHIBIT “I”

Page 1 of 2

The Sales Contract limits the Buyer's right to assign the Sales Contract and provides that the Seller may require a consent fee for any transfer. The Sales Contract provides for "pre-closing." "Pre-closing" means that Escrow may set a time for the Buyer to sign all of the documents Escrow asks the Buyer to sign, including the Apartment Deed and other closing documents, and the Buyer will pay the Buyer's share of the closing costs, as estimated by Escrow, even though the Buyer's Apartment may not be ready for occupancy. Buyer's share of closing costs include one-half of Escrow's fee, all recording fees, real property taxes and other prorations, Buyer's notary fees, up to four (4) months' maintenance start-up fees, title report and title insurance fees, conveyance tax, and fees charged by a lender if the Buyer is financing the purchase of his Apartment with a loan. Escrow then handles the closing, the transfer of title in accordance with the Escrow Agreement. The Apartment must be conveyed to the Buyer free and clear of any blanket liens, such as mortgages covering more than one apartment.

By signing the Sales Contract, the Buyer acknowledges that sales and construction activity at the Project by the Developer may continue after closing of the Buyer's purchase.

The Escrow Agreement provides certain protections to Escrow in the event of a dispute between the Buyer and the Developer. These protections include the right to file an "interpleader" and the right to recover certain fees and costs. In an interpleader action the escrow deposit is given to the court to decide what action to take. The Escrow Agreement sets out escrow fees, escrow cancellation fees and the fees for certain policies of title insurance.

THIS SUMMARY IS NOT COMPLETE AND WILL NOT CONTROL IN THE EVENT OF ANY CONFLICT WITH A PROVISION IN THE SALES CONTRACT OR THE ESCROW AGREEMENT. PROSPECTIVE BUYERS ARE CAUTIONED AND ENCOURAGED TO READ CAREFULLY THE SALES CONTRACT AND ESCROW AGREEMENT.



L-804
STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED
AUG 30, 2004 12:00 PM
Doc No(s) 3158883
on Cert(s) 513,158



20 1/1 Z1

/s/ CARL T. WATANABE
ASSISTANT REGISTRAR

Return by Mail () Pickup (X) To:
Brooks Tom Porter & Quitquit, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key Nos. (1) 2-3-010: 28, 48, 50, 52, 53, 54, 55 and 56
Total No. of Pages: 10

PLANNED DEVELOPMENT AGREEMENT

THIS PLANNED DEVELOPMENT AGREEMENT ("Agreement") is made this 4th day of August, 2004, by and between HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a body corporate and a public instrumentality of the State of Hawaii ("HCDA"), whose principal place of business and post office address is 677 Ala Moana Boulevard, Suite 1001, Honolulu, Hawaii 96813, and K.C. RAINBOW DEVELOPMENT CO. LLC, a Hawaii limited liability company ("KCRDC"), whose principal place of business and post office address is 615 Piikoi Street, Suite 1111, Honolulu, Hawaii 96814, and EVERSHPINE X, a California limited partnership, whose principal place of business and post office address is 19770 Stevens Creek Boulevard, Cupertino, California 95014-2456 ("Evershine").

A. RECITALS

1. On December 10, 2003, HCDA issued a Planned Development Permit, PD 1-03 (the "Permit") to KCRDC, for development of a mixed-use facility (the "Project").
2. The Permit sets forth the terms and conditions under which the Project may be developed. The Project is a mixed-use project consisting of residential and industrial components on land identified by State Tax Map Key Nos.: (Oahu) 2-3-010: 28, 48, 50, 52, 53, 54, 55 and 56, and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"). The Property is currently owned in fee simple by Evershine.

3. KCRDC desires to commence construction of the Project.

B. AGREEMENT

In consideration of HCDA's approval of the foundation and superstructure building permits for the Project that are to be issued by the City and County of Honolulu (the "City"), KCRDC and HCDA hereby agree as follows:

1. Construction. The Project, which is proposed to be developed in phases, shall be constructed in compliance with those construction drawings approved by both HCDA and the City.
2. Compliance with the Permit and Development Rules. KCRDC shall comply with all terms and conditions of the Permit pertaining to the Project, including all applicable provisions of the Kakaako Community Development District Mauka Area Plan and Rules ("Development Rules").
3. Joint Development. Pursuant to Section 15-22-80 of the Development Rules, parcels 28, 48, 50, 52, 53, 54, 55 and 56 shall constitute a single development lot as identified in the Permit. The Project, together with its uses, shall be in conformity with the Permit. KCRDC, its successors and assigns, agrees that it shall maintain the proposed pattern of development in conformance with applicable zoning rules.
4. Industrial Use. Pursuant to Section 15-22-61 of the Development Rules, the Project has included an industrial bonus of 79,939 square feet as identified in the Permit. If any portion of this industrial bonus is constructed, the industrial use shall run with the land, and KCRDC shall include the terms specified in this paragraph as part of all future conveyance documents for the Project including the industrial component. KDRDC shall continue to work with HCDA on the design and uses allowed in the industrial component.
5. Reserved Housing. Pursuant to the Rules (Section 15-22-115.1) the Project was allowed a waiver of the cash in lieu fee. KCRDC will qualify for the waiver if the initial Building Permit for the Project is issued within 24 months of the approval of the Permit (the "Building Permit Period") and the initial Certificate of Occupancy is issued within 48 Months thereafter (the "Certificate of Occupancy Period"). In the event the Project cannot comply with the foregoing requirements for the waiver, the Project would be subject to the requirements of Section 15-22-115 which stipulates the options for satisfying the reserved housing requirements.

The waiver of the reserved housing cash in lieu fee is approved with the condition that KCRDC submit a status report to HCDA in the event that: (1) there are three months remaining in the Building Permit Period and the initial Building Permit has not been issued; (2) there are three months remaining in the Certificate of Occupancy Period and the initial Certificate of Occupancy has not been issued;

and/or (3) it becomes evident to KCRDC ~~that~~, for whatever reason, the Project could be disqualified from utilizing the waiver.

6. Public Facilities Dedication. Pursuant to Section 15-22-73 of the Development Rules, the Project is required to fulfill a public facilities dedication requirement. KCRDC shall fulfill this requirement by payment of an in-lieu fee to HCDA. The fee, as specified in the Permit, is \$3,093,703. The fee shall be payable prior to the issuance of the initial certificate of occupancy and secured by the applicant with a financial guaranty bond from a surety company authorized to do business in Hawaii, an acceptable construction set-aside letter, and/or other acceptable means prior to the issuance of the initial building permit for respective phases of the Project.
7. District -Wide Improvement Program. The Project shall be subject to assessments for its pro rata share of the cost of improvements which may, in the future, be undertaken in the vicinity of the Project under the HCDA or other government agency improvements programs. The Project will be assessed under the same methods and in the same manner as other properties in the area. KCRDC, its successors and assigns, agrees to participate in the HCDA District-Wide Improvement Program at the time said program is implemented. KCRDC shall include the terms specified in this paragraph as part of all condominium and conveyance documents for the Project, and said documents shall be reviewed and approved by HCDA prior to submission to the Real Estate Commission.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that, upon KCRDC's acquisition of the property, the conditions imposed by this Agreement shall run with the Property and shall bind and constitute notice to all subsequent lessees, grantees, assignees, mortgagees, lienors, and any other persons who claim an interest in the Property, and HCDA shall have the right to enforce this Agreement by appropriate action at law or suit in equity against all such persons. This Agreement shall be filed as a covenant running with the land in the Office of the Assistant Registrar of the Land Court and in the Bureau of Conveyances of the State of Hawaii. Proof of such filing in the form of a copy of this Agreement certified by said Office and Bureau shall be submitted to HCDA prior to HCDA approval of the issuance of the initial Building Permit.

IT IS FURTHER UNDERSTOOD AND AGREED that HCDA's approval of the issuance of the foundation or superstructure building permits shall not be construed to be evidence of KCRDC's compliance with all terms and conditions specified in the Permit, nor shall that approval constitute a waiver of said terms and conditions.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

APPROVED AS TO
FORM:

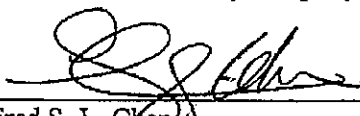

Deputy Attorney General

HAWAII COMMUNITY DEVELOPMENT
AUTHORITY, STATE OF HAWAII

By 
Daniel Dinell
Its Executive Director

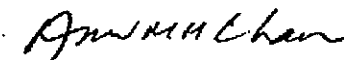
"HCDA"

KC RAINBOW DEVELOPMENT CO. LLC,
a Hawaii limited liability company

By 
Fred S. L. Chan
Its Manager

EVERSHINE X,
a California limited partnership

By: EVERBRIGHT I, LLC,
a California limited liability company
Its: General Partner

By: 
Annie M. H. Chan
Its Manager

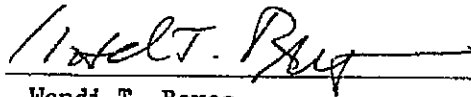
STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS
)

On this 11th day of August, 2004, before me personally appeared **Daniel Dinell**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

L.S.

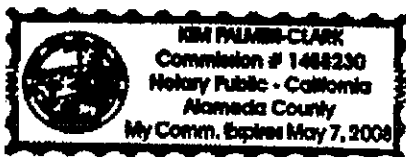


Wendi T. Reyes
Notary Public, State of Hawaii

My commission expires: 3/30/2006

STATE OF California)
COUNTY OF Alameda) SS

On this 4th day of August, 2004, before me personally appeared Fred S. L. Chan, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

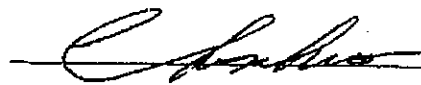


Kim Palmer-Clark
Notary Public, State of California

My commission expires: May 7, 2008

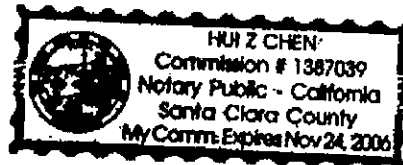
STATE OF California)
COUNTY OF Santa Clara) SS

On this 26 day of August, 2004, before me personally appeared **Annie M. H. Chan**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Notary Public, State of California

My commission expires: Nov. 24 2006



DESCRIPTION OF THE PROPERTY

-FIRST:-

All of those certain parcels of land situate at Kewalo, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

LOTS: 821, area 3,500 square feet,
822, area 3,500 square feet, and
823, area 3,500 square feet, more or less, as shown on Map 6;

828-A, area 2,400 square feet, more or less as shown on Map 18;

883, area 2,782 square feet, more or less, as shown on Map 27; and

914, area 225,602 square feet, more or less, as shown on Map 129; of
SECTION 1;

said above maps are on file in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 880 of Bishop Trust Company, Limited;

-SECOND:-

All of those certain parcels of land situate at Kewalo, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

LOTS: 912, area 9,497 square feet; and
911, area 4,288 square feet, more or less, SECTION 1, as shown on Map 127,
filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 880 of Bishop Trust Company, Limited;

-THIRD:-

All of that certain parcel of land situate at Kewalo, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

LOT 913, area 11,395 square feet, more or less, as shown on Map 128, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with land Court Application No. 880 of Bishop Trust Company, Limited.

Being the land(s) described in Transfer Certificate of Title No. 513,158, issued to EVERSINE X, a California limited partnership.

Exhibit "A"

Page 1 of 2

EXHIBIT "J"

Page 9 of 10

BEING THE PREMISES ACQUIRED BY DEED

GRANTOR : UP CORPORATION, a Hawaii corporation

GRANTEE : EVERSINE X, a California limited partnership

DATED : June 1, 1998

FILED : Land Court Document No. 2469592

TMK Nos:	LOT 821:	(1) 2-3-010-055
	LOT 822:	(1) 2-3-010-054
	LOT 823:	(1) 2-3-010-053
	LOTS 828-A and 883:	(1) 2-3-010-048
	LOT 914:	(1) 2-3-010-028
	LOT 912:	(1) 2-3-010-050
	LOT 911:	(1) 2-3-010-052
	LOT 913:	(1) 2-3-010-056

Exhibit "A"

Page 2 of 2

EXHIBIT "J"

Page 10 of 10

ENCROACHMENT AND PARKING STRUCTURE MODIFICATIONS AGREEMENT

THIS ENCROACHMENT AND PARKING STRUCTURE MODIFICATIONS AGREEMENT ("Agreement") made this 11th day of July, 2006, by and between HONOLULU DESIGN CENTER, LLC, a Hawaii limited liability company, whose address is 8060 Double R Boulevard, Suite 400, Reno, Nevada 89521 hereinafter called "HDC" and KC RAINBOW DEVELOPMENT CO. LLC whose address is 615 Piikoi Street, Suite 1111, Honolulu, HI 96814, hereinafter called "KCR",

RECITALS:

- A. HDC is the owner of the property described in Exhibit "A" attached hereto and made a part hereof, hereinafter called the "HDC Lot."
- B. KCR is the owner of the property described in Exhibit "B" attached hereto and made a part hereof, hereinafter called the "KCR Lot".
- C. The HDC Lot and the KCR Lot are adjacent lots with a common boundary (hereinafter referred to as the "Common Boundary").
- D. The HDC Lot and the KCR Lot are subject to that certain Planned Development Permit, PD-1-03 duly issued by the Hawaii Community Development Authority, including but not limited to the joint development provisions thereof.
- E. KCR has established a condominium property regime on the KCR Lot called the "Moana Pacific" condominium project (the "MP Project") and presently owns and controls all of the condominium apartments therein except for 180 parking apartments owned by HDC (the "HDC Stalls"). The HDC Stalls are located on the 1st and 2nd levels of the parking structure for Phase I of the MP Project immediately adjacent to the HDC Building.
- F. By virtue of such ownership, KCR presently controls the Association of Apartment Owners of Moana Pacific.
- G. HDC is developing an industrial and commercial building on the HDC Lot (the "HDC Building") which is being constructed so as to be adjacent to the parking structure for Phase I of the MP Project.
- H. As a result of this construction, portions of the HDC Building constructed along the Common Boundary encroaches upon the KCR Lot as generally depicted on Exhibits 1 and 2 (hereinafter the "Encroachments").
- I. Pursuant to Section 8.7 of the Declaration of Condominium Property Regime for Moana Pacific (the "Declaration"), KCR reserved the right to grant and convey easements for any reasonable purpose under, across or through the common elements of the MP Project without the joinder or consent of any other party.

J. HDC and KCR acknowledge and agree that it is mutually beneficial for the HDC Building to physically abut the MP Project parking structure and encroach upon the KCR Lot.

K. HDC and KCR executed a prior version of this Agreement (the "Previous Encroachment Agreement").

L. The parties hereto wish to set forth their agreements concerning the Encroachments and other matters as more particularly set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Termination of Previous Agreement. The Previous Encroachment Agreement is hereby terminated and superseded by the terms and provisions set forth in this Agreement.

2. Permitted Encroachment. HDC and KCR acknowledge and agree that they mutually benefit by having the HDC Building physically abut the MP Project parking structure. The close proximity of the respective buildings promotes public health, safety and welfare by greatly reducing areas that trash could accumulate, avoiding crevices which would be attractive to rodents, insects and animals, and greatly decreases the possibility of anyone or anything falling in between the buildings. Thus, pursuant to Section 8.7 of the Declaration, HDC shall have the right to continue to maintain the Encroachments along the Common Boundary.

3. No Claim. HDC declares that HDC does not make any claim against the KCR Lot by virtue of the Encroachments. HDC has not sought and does hereby forever relinquish any accrued right, if any, to claim title to or the right to possession of any portion of the KCR Lot as a result of the Encroachments.

4. Maintenance and Repairs. HDC shall be solely responsible for maintenance, repair and upkeep of the HDC Building and shall keep the same in good order and condition, reasonable wear and tear excepted.

5. No Removal. KCR, on its behalf and on behalf of the Association, shall not seek from HDC any claim or action for any damages for the Encroachments or seek removal of the Encroachments. Nothing in this paragraph 4 shall be deemed to waive KCR's or the Association's right to make or assert any claim against HDC for injury to person or property caused by the Encroachments, except to the extent caused by or the result of KCR's or the Association's negligence.

6. Insurance. HDC shall maintain insurance coverage reasonably satisfactory to KCR pursuant to insurance policies which shall name KCR and the Association as additional insureds, against loss or damage to the KCR Lot and from liability for injury to or death of persons arising out of or in connection with the Encroachments, or by reason of the quality, condition or repair of the Encroachments when such loss, damage, injury or death arises out of or

proximately results from the negligence, wrongful act or failure to act of the lessees, tenants, or servants of HDC.

7. Survey and Grant of Easement. HDC, upon completion of the foundation of the HDC Building, shall cause an ALTA or other as-built survey to be performed to determine the exact location and dimensions of the Encroachments and will provide the same to KCR. KCR, upon its filing of the architect's as-built certificate, will file an amended condominium map to reflect the Encroachments and will amend the Declaration to grant to HDC, pursuant to rights reserved in the Declaration, an easement to maintain the Encroachments and mentioning HDC's obligations to maintain and insure the same as provided in this unrecorded Agreement.

8. Waiver of Claims. As their respective improvements abut, HDC and KCR hereby waive any claims (and therefore subrogation) against each other, their respective successors and assigns, including without limitation the Association of Apartment Owners of Moana Pacific condominium, for property damage to their respective properties caused by the other and agree to rely on their respective property insurance and agree to provide notice to their respective insurance carriers of this waiver of claims and if required will obtain any necessary endorsements to reflect the waiver of subrogation. This Agreement shall bind their respective successors and assigns.

9. Parking Structure Modifications

9.1 KCR, on its behalf and on behalf of the Association, does hereby approve and consent to the following modifications (the "Modifications") to the parking structure for Phase I of the MP Project:

- (a) A parking entry opening with a limited entry/exit mechanism such as a rollup/rolldown door or gate in the area designated as #1 on the 1st floor of the parking structure as shown on Exhibit 3;
- (b) An opening in the wall and the creation of a customer entry with vestibule in the area designated as #2 on the 1st floor of the parking structure, and an opening in the wall in the same location on the 6th level of the parking structure as shown on Exhibit 3.
- (c) A six-foot wide opening in the wall in the area designated as #3 on the 1st floor of the parking structure as shown on Exhibit 3.
- (d) A six-foot wide opening in the wall in the area designated as #4 on the 1st floor of the parking structure as shown on Exhibit 3.
- (e) A parking entry/exit opening with a limited entry/exit mechanism such as a rollup/rolldown door or gate in the area designated as #5 on the 1st floor of the parking structure as shown on Exhibit 3.
- (f) Additional lighting and fixtures may be installed in the parking structure on the 1st floor of the parking structure for the illumination of the HDC Stalls.

9.2 The foregoing approval is subject, in each instance, to the following conditions:

- (a) All Modifications (excluding the actual removal of portions of the Parking Structure described in subsections 9(a) through 9(e), inclusive, which is being done by KCR on its own behalf) shall be done at the sole cost and expense of HDC.
- (b) HDC shall restore and repair the parking structure damaged by any Modification performed by HDC.
- (c) HDC shall indemnify and hold KCR and the Association harmless from and against all claims, actions and damages arising out of the Modifications performed by HDC.
- (d) HDC shall provide the Association with written notice of the completion of the Modifications and reasonable drawings depicting the final configuration of the Modifications.

10. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives and assigns.

11. Headnotes. The headnotes or captions of each paragraph are for convenience only and shall not be construed as modifying the context thereof.

12. Counterparts. The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

HONOLULU DESIGN CENTER, LLC

By: _____

Thomas Sorensen
Manager

"HDC"

KC RAINBOW DEVELOPMENT CO. LLC
a Hawaii limited liability company

By KCR Development, Inc.
Its Manager

By: _____

Name: _____

Its: _____

"KCR"

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

HONOLULU DESIGN CENTER, LLC

By: _____

Thomas Sorensen
Manager

"HDC"

KC RAINBOW DEVELOPMENT CO. LLC
a Hawaii limited liability company

By KCR Development, Inc.
Its Manager

By: _____

Name: Shiu Hong Chan

Its: President

"KCR"

DEVELOPER'S RESERVED REPURCHASE RIGHTS

Paragraph 24 of the Declaration provides as follows:

24. **Declarant's Repurchase Rights.** The Developer hereby reserves the right to repurchase an Apartment from an Apartment Owner for a period of ten (10) years from the date of recordation of this Declaration, provided, however, that the Developer may exercise this right *if and only if* the Owner of the Apartment shall have made a complaint to the Developer about the physical condition and/or design of the Apartment or the Project and the Developer, after a good faith and diligent effort, shall be unable to rectify the matters complained about to the Apartment Owner's satisfaction within a reasonable period of time, as determined by the Developer in its sole discretion. The exercise of the Developer's repurchase rights shall be subject to the following terms and conditions:

24.1 **Notice.** Developer shall give the Apartment Owner and the Owner's mortgagee (if any) written notice of the Developer's election to exercise its right to repurchase the Owner's Apartment.

24.2 **Closing.** The closing of the purchase shall be no earlier than six (6) months nor later than nine (9) months from the date of delivery of Developer's written notice of its election to exercise its repurchase right. Closing costs shall be apportioned between the Apartment Owner and the Developer in accordance with customary practice in the State of Hawaii.

24.3 **Purchase Price.** The purchase price for the Apartment shall be a price equal to the aggregate of (i) the price (the "Price") at which the Apartment Owner purchased the Apartment, (ii) the cost of any improvements added by the Owner to the Apartment, and (iii) five percent (5%) per annum simple interest on the portion of the Price the Owner paid in cash from time to time for the Apartment, computed from the date such amount was paid until the date that title to the Apartment is transferred to the Developer. The purchase price for the Apartment shall be paid in cash at closing.

24.4 **Appliances and Fixtures.** All appliances and fixtures originally sold with the Apartment (or their replacements) shall remain in the Apartment at the date of closing and shall be part of the property purchased by the Developer.

24.5 **Successors and Assigns.** Except as otherwise provided herein, the Developer's repurchase rights shall be binding upon each and every Apartment Owner and such Owner's heirs, personal representatives, successors and assigns. The Developer's repurchase rights shall automatically transfer to and inure to the benefit of any person or entity who expressly acquires all of the rights and interests of the Developer under this Declaration.

24.6 **Mortgagee Protection.** The Developer's right to repurchase an Apartment shall be subordinate to the interest of any mortgagee of record of the Apartment. The Developer shall not exercise its right to repurchase an Apartment if prior to or within sixty (60)

EXHIBIT "L"

Page 1 of 2

days of giving notice to the Apartment Owner and the Owner's mortgagee of the Developer's intent to exercise its repurchase right, the mortgagee has commenced a foreclosure action against the Apartment. Notwithstanding the formula for calculating the purchase price set forth in subparagraph 24.3 above, if the Apartment to be repurchased is subject to a purchase money mortgage, the purchase price shall, at a minimum, be sufficient to enable the Apartment Owner to repay such purchase money mortgage at closing. The Developer's right to repurchase an Apartment shall be automatically extinguished upon any transfer of title to the Apartment to a mortgage holder or other party pursuant to a mortgage foreclosure, foreclosure under power of sale, or a conveyance in lieu of foreclosure after a foreclosure action is commenced, or when a mortgage is assigned to a federal housing agency. A mortgagee under a mortgage covering any interest in an Apartment prior to commencing mortgage foreclosure proceedings may notify the Developer in writing of (i) any default of the mortgagor under the mortgage within ninety (90) days after the occurrence of such default, and (ii) any intention of the mortgagee to foreclose the mortgage; provided that the mortgagee's failure to provide such written notice to the Developer shall not affect the mortgagee's rights under the mortgage.

EXHIBIT "L"

Page 2 of 2

UNSOLD UNITS

**Phase I Residential
Apartments**

Apartment No.	Undivided Interest (%)
602	0.1059
1507	0.1278
PH1	0.0804
PH2	0.1059
PH3	0.2805
PH6	0.2533
PH8	0.2805
PH9	0.1059

**Phase II Residential
Apartments**

Apartment No.	Undivided Interest (%)
3108	0.1383
4405	0.1267
4408	0.1383
4503	0.1383
4605	0.2533
4609	0.1059
PH1	0.0804
PH2	0.1059
PH3	0.2805
PH6	0.2533
PH7	0.1278
PH8	0.1483
PH9	0.1059